

STATEMENT OF RESPONSIBILITY AND ASSUMPTION OF RISK
REGARDING THE UNIVERSITY OF TENNESSEE
INTERNATIONAL PROGRAMS AND EXCHANGES

The undersigned is a student seeking enrollment in the Biogeochemical Educational Experiences-South Africa (BEE-SA) Research Experience for Undergraduates (REU) in Bloemfontein, South Africa (hereinafter referred to as "program"). In consideration for acceptance into the program, the undersigned agrees to the obligations and considerations set forth herein. Student acknowledges that participation in the program is wholly voluntary. Reference in these conditions to The University of Tennessee (hereinafter referred to as "UT") shall include all its officers, trustees, employees, agents and related parties, individually and collectively. Reference in the conditions to "participants" shall include all students who have been accepted into the program. All reference herein to "the parents" of the participants shall include the legal guardians or other adults responsible for the applicant.

Deposit: UT reserves the right to accept or reject any proposed participant, and the receipt for the deposit does not constitute acceptance to the program. An application is deemed rejected or accepted on the dispatch of a notification of rejection or acceptance. If an application is rejected for any reason, the deposit will be refunded in full.

Behavioral Responsibilities: All participants will at all times comply with rules, standards, and instructions for student behavior set forth in Hill Topics, the UT Student Handbook. UT reserves the right to enforce the standards of conduct and specifically reserves the right to terminate participation in the program by anyone who fails to maintain these standards or for any action or conduct which UT considers to be incompatible with the interests, harmony, comfort, and welfare of other participants. Students whose conduct warrants termination from the program will have the right to appeal that termination under the appeals process in Hill Topics. However, monies expended on behalf of the student at the time of termination will not be refunded. In addition to complying with the standards of conduct in Hill Topics, students are expected to be familiar with local customs and to comply with all reasonable local customs, not inconsistent with Hill Topics.

Academic Responsibility: For the satisfactory completion of the course for credit, participants are expected to attend all lectures and seminars and to complete all assignments and examinations in a timely way.

Release of Liability: The undersigned releases UT, any tour organizer or arranger, any host college or hostel, and all employees and agents of the foregoing, from liability for any and all claims for sickness, personal injury, death, property damage, or other loss, of whatever nature and howsoever caused, that may arise out of or be

in any way related to the program or the undersigned's participation therein including, but not limited to, claims resulting from delay; the criminal acts of others; the use of any vehicle; strike; war; threat or act of terrorism; weather; sickness; quarantine; any governmental restriction or regulation; or any act or omission by steamship line, airline, railroad, coach line, taxi service, hotel, restaurant, college; or any other person, except for the negligent acts of University employees, covered by the Tennessee Claims Commission Act and intentional acts. Participants are urged to have personal insurance for all such contingencies.

Hazards: I acknowledge that study abroad involves certain hazards including but not limited to risk of injury, unsanitary conditions, civil arrest, assault, death, various diseases, transportation risks, and terrorism. Other hazards may include taking samples at various field sites (i.e., gold mines, hot springs). Students who are staying in South Africa past the official end of the 2008 REU will be fully responsible for their activities.

Photos: Participants consent to the use, reproduction, and publication in any media now know or later developed of their photographs, comments, and photographic likenesses by UT for publicity and educational purposes insofar as UT may in its discretion think fit.

Participant Welfare: UT cannot guarantee the safety or welfare of participants. UT will make reasonable efforts to inform participants of safety and welfare conditions related to the trip. UT has no responsibility regarding any independent travel, nonsponsored activities, or absences from UT sponsored activities, which is strictly at the individual's own risk.

Health and Safety: UT reserves the right to take whatever action it may consider warranted by circumstances relating to the health and safety of the participants, and the undersigned hereby releases UT from any liability for such actions or decisions or actions.

Medical Services: The participant hereby authorizes UT and its agents and employees at their discretion without obtaining any further consent to arrange such medical services and treatment as may be deemed necessary for the participants at the sole risk and expense of the participants or their parents. If deemed necessary or desirable by UT, any participant may be returned to the United States by commercial airline or other means for medical treatment at the risk and expense of the participant or parents. Participants are strongly advised to have an insurance policy to cover such risks. UT has no responsibility for any injury or damage which may arise out of or in connection with such authorized medical treatment.

Property Damage: Should a participant damage property belonging to UT or any other college, hotel, hostel, or belonging to any individual associated with any of the foregoing, the participant agrees to indemnify the injured party, regardless of whether the loss or damage arises out of the joint or concurrent negligence of any other party,

and agrees to accept such penalty as the Dean may reasonably impose. The participant also agrees to discharge all other indebtedness or obligations to UT before the conclusion of the program and understands that failure to do so may result in the withholding of credit and the payment of administrative fees for the subsequent discharge of these obligations.

Indemnity: The participant agrees to assume the liability and all claims or damages for any sickness, personal injury, death, property damage or any other loss that may arise, either wholly or in part, out of any negligent, intentional or other act or omission by the participant in connection with the program, including those claims or damages that may arise out of the sole, joint or concurrent negligence of UT.

Substance Abuse Policy: The use, distribution, transportation, possession or sale of a controlled drug or substance, or unauthorized prescription while a participant on this program represents a serious breach of conduct and will result in expulsion from the program and notification of the appropriate officials of the parent institution and/or others who may be concerned. Also, to be present, though not a participant, during a violation of this policy will in itself be deemed reprehensible and subject to penalty.

Termination Policy: If any participant should have his or her participation terminated, then UT shall have the right to require the participant to quit the program without refund or fees.

Travel Arrangements: UT will endeavor to adhere to all arrangements made but nevertheless reserves the right to change or alter any arrangement of location or content of the program or travel arrangements should UT deem such alteration necessary.

Cancellation Policy: In the event of cancellation of an entire session of this program before commencement of the program, all monies paid to UT prior to that time will be refunded, unless such monies have already been paid to others. Should an unavoidable event such as epidemic, civil unrest or the threat of terrorist activity result in a partial cancellation, UT will refund provide a pro rata refund of all fees, together with an appropriate evaluation of academic credit, of monies not already paid to others. These actions will terminate any further liability upon the part of UT.

Document Responsibility: No responsibility is accepted by UT for failure by participants to carry the relevant passports, visas, tickets, or other documents required for the purpose of travel or for their loss or replacement.

The undersigned acknowledges that he/she is above the age of 18, that he/she has read the above statement and agrees to the conditions set forth above. This release and hold harmless agreement binds the members of my family and spouse, and my estate, family, heirs, administrators, personal representatives, and assigns.

The undersigned further agrees this Statement of Responsibility and Assumption of the Risk is to be construed under the laws of the State of Tennessee, U.S.A., without regard to its conflict of laws provisions, and that jurisdiction and venue in Knox County, Tennessee. If any portion hereof is held invalid, illegal, or unenforceable, the remaining portions shall be in full force and effect.

I HAVE READ THIS DOCUMENT BEFORE SIGNING IT AND I SIGN THIS DOCUMENT OF MY OWN FREE ACT AND DEED, INTENDING TO BE BOUND BY THE PROMISES I HAVE MADE HEREIN.

Print Name

Signature

Date

Program/Course