

**Kapi 'olani Community College**  
**AGREEMENT AND RELEASE FORM**

1. I, the undersigned, as a participant in Kapi 'olani Community College Summer Study Abroad Program (herein referred to as "the Program") for good and sufficient consideration, receipt of which is acknowledged, DO HEREBY WAIVE AND RELEASE all claims against the state of Hawai'i, the University of Hawai'i , Kapi 'olani Community College, the Honda International Center, and their agents, arising from or in any way connected with the following:
  - a. Injury, loss, damage, accident, delay, irregularity, or expense arising from or connected with
    - (1) the use by the Program of any vehicle or other mode of transportation or services;
    - (2) any strikes, war, terrorism, weather, sickness, quarantine, government restrictions or regulations, act of God, or any other like reason;
    - (3) any act or omission of any steamship or other water transport, airline, railroad, bus company, taxi service, bicycle or motorcycle, sightseeing, hotel or other lodging, restaurant, institute, school or university other than the University of Hawai'i, or any other firm, company, individual, or agency;
  - b. Any intentional or unintentional injury, whether or not resulting in death to me or to any other person or persons, caused, in whole or in part, by me, whether alone or together with or in association with others;
  - c. Any intentional or unintentional damage or injury to property, whether personal, real or mixed, owned or in the custody or possession of me, or any other, caused, in whole or in part, by me, whether alone or together with or in association with others;
  - d. Any financial and other obligations or liabilities that I may personally incur during the duration of the Program, including without limiting the generality of the foregoing, any obligations or liabilities incurred by me in any country in which the Program is conducted;
  - e. Any injury or loss whatsoever suffered by me during the periods of independent travel (which I understand are unsupervised) or during any absence from the Program's activities, be they supervised or unsupervised.
2. I AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawai'i, the University of Hawai'i , Kapi 'olani Community College, the Honda International Center, and any of their agents, from any and all claims, costs, expenses, including but not limited to attorney's fees, arising out of or in any way connected with any of the matters described in paragraph 1 above.
3. **Health and Safety.** I hereby grant, to the University of Hawai'i , Kapi 'olani Community College, the Honda International Center, and any of their agents, full authority to take whatever action they may consider to be warranted under the circumstances regarding my health and safety, and I fully release each of them from any liability for such decision or actions as may be taken in connection therewith. I authorize the University of Hawai'i , Kapi 'olani Community College, the Honda International Center and their agents, at their discretion, to place me, at my own (or parents'/guardians') expense, in a hospital within or outside the United States for medical services and treatment, or if no hospital is readily available, to place me in the hands of a local medical doctor for treatment. If deemed necessary or desirable by the University of Hawai'i, Kapi 'olani Community College, the Honda International Center, or any of their agents, I authorize them to transport me back to Hawai'i by commercial airline or otherwise at my own (or parents'/guardians') expense for medical treatment. In the even the University of Hawai'i , Kapi 'olani Community College, the Honda International Center or its agents advance or loan any money to me or incur special expenses on my behalf while I am abroad, I (and my parents) agree to make immediate repayment upon my return to Hawai'i.
4. **Standards of Conduct.** I will comply with the Program's rules, standards and instructions for student behavior. I hereby waive and release all claims against the University of Hawai'i , Kapi 'olani Community College, the Honda International Center, and any of their agents arising at the time when I am not under the direct supervision of the Program or its agents or arising out of my failure to remain under such supervision or to comply with such rules, standards and instructions; and I agree to indemnify the University of Hawaii, Kapi 'olani Community College, the Honda International Center, and any of their agents against any

consequences thereof. I agree that the Program shall have the right to enforce appropriate standards of conduct, and that it may at any time terminate my participation in the Program for failure to maintain these standards or for any actions or conduct which the Program considers to be incompatible with the interest, harmony, comfort and welfare of the Program and the other students. If my participation is terminated, I consent to being sent back to Hawai'i at my own (or parents'/guardians') expense with no refund of fees. I also agree that I will (a) not buy, sell, or use drugs at any time, (b) not engage in abusive use of alcohol, (c) participate in all classes and scheduled activities unless ill, and (d) abide by dress and cultural codes suitable in the countries visited.

5. **Alteration of Program.** I understand and agree that the Program reserves the right to make cancellations, substitutions or changes in cases of emergency or changed conditions or in the interest of each group. I understand and agree that if the performance of the conditions agreements stated in the Program brochure must be altered because of war, strikes, weather, government restrictions or cancellation of part or all of the Program as the University of Hawai'i or Kapi'olani Community College, in its sole discretion, deems necessary, and that only those funds not actually used or committed will be refunded to me. The amount of any refund in each case shall be determined by Kapi'olani Community College at its sole discretion.
6. **Passports & Visas.** I understand and accept that it is my personal responsibility to obtain all passports, visas and documents in order to enter all countries on the Program, and including personal travel to countries outside of the Program. Further, I shall hold the University of Hawai'i, Kapi'olani Community College, the Honda International Center, and all of their agents harmless in the case where I may not obtain the necessary documents for participation in the Program. I understand that the inability to obtain these visas and other documents does not constitute grounds for withdrawal with refund.
7. **Insurance.** I agree to pay insurance fees, if any, required by the Program.
8. **Model Release.** I understand that my picture or statements may be used on a website or in printed publicity for future KCC Study Abroad Programs and I consent to such use of my statements and photographs of me.
9. **Refunds.** I understand and agree that the provisions of the Agreement and Release, rather than the provisions of any other University of Hawai'i publications, concerning cancellation penalties shall control refunds.
10. **Miscellaneous.** All references in the Agreement and Release to "the State of Hawai'i," "the University of Hawai'i," "Kapi'olani Community College," "the Program," and "its agents" shall include the State of Hawai'i, the University of Hawai'i, Kapi'olani Community College, the Honda International Center, the Program, and all of their employees, volunteers, and agents. All references herein to the "parents" of the applicant shall include legal guardian or other adult responsible for the applicant.
11. **Duration.** I understand and agree that this Agreement and Release apply to my entire enrollment in the Program including any extensions.

**Agreement.** I have read and agree to all the terms and conditions set forth in this Agreement and Release and the Program brochure and understand that they constitute a part of my agreement with the University of Hawai'i and Kapi'olani Community College.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
Name of Applicant (Please print)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Witness (Please print)

\_\_\_\_\_  
Signature of Witness