

# Moody Bible Institute Assumption of Risk and Release Agreement For International Internships

**Participant (“Participant”):**

Name: \_\_\_\_\_

Birth Date: \_\_\_\_\_

**Internship (the “Program”):**

Serving with agency/church: \_\_\_\_\_ (“Agency”)

Location(s): \_\_\_\_\_

Dates: \_\_\_\_\_

**Physical Activities to be Undertaken:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CAUTION!** THIS AGREEMENT IS A RELEASE OF YOUR LEGAL RIGHTS. *DO NOT* SIGN IT UNTIL YOU HAVE READ, UNDERSTOOD, ACCEPTED, AND INITIALED AT THE BOTTOM OF ALL 4 PAGES, THE TERMS AND RISKS IDENTIFIED IN THE AGREEMENT (INCLUDING THE GLOSSARY).

If student 18 years of age or older, the student may sign this release:

Student Signature:

Name: \_\_\_\_\_ (Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If student is under 18 years of age this release must be signed by a parent or guardian:

Parent/Guardian Name: \_\_\_\_\_ (Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ (home) \_\_\_\_\_ (cell)

**All Pages Must be Initialed**

**1. General Acknowledgements**

- 1.1 I acknowledge that there is a declared National Emergency related to the COVID-19 pandemic (the “Emergency”), and the State of Illinois and City of Chicago are progressing from a previously issued statewide “stay at home” order through the “Restore Illinois” plan, “A Public Health Approach to Safely Reopen Our State.”
- 1.2 The Emergency and related guidance and circumstances may change on a daily basis, and accordingly, Moody may change its policies, procedures, and operations regarding its campus and campus programs and activities, including but not limited to campus housing, student services, and dining, on a daily basis.
- 1.3 I understand that as a result of the Emergency, Moody does not recommend or require participation in international internships at this time due to the travel and health risks presented by the Emergency.
- 1.4 If I participate in the **Program**, I agree that in order to return to campus, I must follow the then-current Campus COVID-19 Guidelines, including all quarantine, testing, and sick student protocols.
- 1.4 I am a student at Moody and have chosen voluntarily to participate in the **Program**, including, without limitation, all **Activities** and/or **Travel** associated with the Program. I acknowledge and agree that although participation in an internship may be required for a major, a degree, or graduation, I am not required to participate in this Program, that other programs are available to satisfy any major, degree, and/or graduation requirements, and that my participation in this Program is purely voluntary.

- 1.5 I understand that it is my responsibility to evaluate the risks of participating in the Program, including, without limitation, the risks set forth herein, and that although Moody may have reviewed the Program for the limited purpose of ensuring compliance with Moody's curricular requirements for internships, Moody has not reviewed the Program for any other purpose, including, without limitation, evaluation of the risks set forth herein, and makes no recommendation regarding my participation in the Program.
- 1.6 I understand that participation in the Program involves risks. These include, without limitation, the **Travel Risks** and other risks related to Travel and Transportation Matters discussed more fully below in Paragraph 2, **Biomedical Hazards** and other risks related to the Medical Matters discussed more fully below in Paragraph 3, **Natural Hazards**, as well as other risks related to all activities in which I engage while participating in the Program, including, without limitation, the Activities. I recognize that these potential risks include, for example, illnesses, personal injury, property damage, or even death, or the risk of any other **Loss**. I will take every precaution to safeguard my health and to protect my personal belongings from damage or theft while participating in the Program.
- 1.7 I understand that Moody does not control the Program and thus cannot eliminate the risks or guarantee the safety of me or my property while I am participating in the Program and the Activities. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly.
- 1.8 Knowing the risks described herein and in consideration of and return for Moody's agreement to permit me to receive academic course credit and to satisfy Moody's internship requirements based upon my participation in the Program, I agree, for myself and on behalf of my family, heirs, successors, personal or legal representative(s), and assigns (collectively, the "**Releasor**") to assume all risks and responsibilities surrounding my participation in the Program and Activities and, to the maximum extent permitted by law, fully and irrevocably RELEASE, WAIVE, and DISCHARGE Moody, its faculty, staff, officers, trustees, insurers, agents, employees, assistants, or volunteers either, in their individual capacities or by reason of their relationship to Moody, or their respective successors and assigns (collectively, the "**Releasees**"), from and against any and all liability, claims, damages, suits and causes of action that Releasor may now or hereafter have against Releasees arising out of my participation in the Program and Activities, including, without limitation, for any **Loss** to me or to my property, any acts or failures to act negligence, mistake, or failure to supervise by the Releasees.
- 1.9 I recognize that this Release means that Releasor is giving up, among other things, rights to sue the Releasees for injuries, damages, or losses that I may incur. I also understand that this Release binds me, my heirs, executors, administrators, and assigns. I have read this entire Release, I fully understand it and I agree to be legally bound by it.
- 1.10 I have read, or will read, and am responsible for knowing and understanding the contents of, any and all materials supplied by the Agency to prepare me for the Program. I have participated in, and/or will participate in, with full attention, all orientation events required for participation in the Program.
- 1.11 I am fully and personally responsible for completing all Program or internship requirements, including the timely submission of all forms and documents determined to be necessary the **Agency** in their respective sole discretion prior to departure.
- 1.12 I understand that Moody's ability to award academic credit may not be guaranteed if I opt to leave the Program early, including, without limitation, for reasons related to security concerns once I am at the Program Location(s).

## **2. Travel and Transportation Matters**

- 2.1 Certain **Travel Risks** are involved in going to, from, and within foreign countries and off-campus destinations. Specific Travel Risks relating to this Program have been explained to me, and I understand them.
- 2.2 If any **Loss** due to Travel Risk occurs, I will accept full responsibility for covering that Loss, whether through personal insurance, personal funds, or other personal sources. I agree that Moody has no liability for such Loss.
- 2.3 If I elect to Travel in a vehicle that I rent, hire or charter, I understand that the qualifications of the driver and determination of the sufficiency of insurance coverage for the vehicle and driver are my responsibility.
- 2.4 If I become detached or separated from the Program group, fail to meet a scheduled departure, whether by reason of illness, injury, or otherwise, I will bear all responsibility and costs to seek out, contact, and reach the group at its next available destination.
- 2.5 Travel Warnings are issued when long-term, protracted conditions that make a country dangerous or unstable lead the U.S. Department of State to recommend that Americans avoid or reconsider the risk of travel to that country. A Travel Warning is also issued when the U.S. Government's ability to assist American citizens is constrained due to the closure of an embassy or consulate or because of a drawdown of its staff. Travel Alerts are issued for short-term events impacting health, safety and/or ease of travel within a country or region that should be carefully considered when planning travel to that country or region. More information regarding Travel Warnings and Travel Alerts is available at the following link: <https://travel.state.gov/content/passports/en/alertswarnings.html>. **I UNDERSTAND THAT NEITHER MOODY NOR ANY MOODY EMPLOYEE HAS UNDERTAKEN TO DETERMINE WHETHER THE U.S. DEPARTMENT OF STATE HAS ISSUED A TRAVEL WARNING OR TRAVEL ALERT FOR THE COUNTRY OR COUNTRIES TO WHICH I WILL TRAVEL FOR THE PROGRAM** (the "Program Countries"). I understand the foregoing information and have identified, read, and understand any Travel Warnings or Travel Alerts issued by the U.S. Department of State for the Program Countries, and have decided to pursue my plans to travel abroad to the Program Countries despite any U.S. Department of State Travel Warnings or Travel Alerts now existing or otherwise issued prior to commencement of or during the Program.
- 2.6 I understand that there may be cancellations, changes, or substitutions to the Program at any time and for any reason, with or without notice, and Moody shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. Moody is not responsible for penalties assess by air carriers that may result due to operational and/or itinerary changes.. Any additional expense resulting from the above will be paid by me.

- 2.7 I understand and acknowledge that Moody assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of Moody, force majeure, war, quarantine, epidemic, pandemic, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond Moody's control, with or without notice, or for any additional expense occasioned by any of the foregoing.

### **3. Medical Matters**

- 3.1 I understand that I may visit areas where certain Biomedical Hazards are present, and I assume full responsibility for identifying any such hazards and appropriate protections. Moody does not assume any responsible for such determinations.
- 3.2 Prior to participation in the Program, I will consult with a health care practitioner of my choice in order to become familiar with Biomedical Hazards that may be encountered in the Program destination(s); and to obtain the appropriate means of **Medical Prevention** or mitigation.
- 3.3 I am aware of my personal medical needs. Whether or not I exercise my opportunity to consult with a health care practitioner of my choice, I represent and warrant to Moody that there are no health-related reasons, physical or psychological impairments or problems that in the exercise of reasonable care that would preclude or restrict my participation in the Program, or would put myself or others in danger by my participation.
- 3.4 I have completed or will complete—honestly, accurately, and fully—any required pre-departure health forms.
- 3.5 I understand that water and food sources in off-campus locations may be contaminated; building, vehicle, and other safety standards at off-campus destinations may be less stringent than those at home; and providers of food, water, shelter, and transportation during the Program are not agents of, nor represented by, Moody.
- 3.6 I will exercise reasonable and/or recommended precautions with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors (including sexual contact and behavior). I further agree to follow the health guidelines which I received before or while participating in the Program.
- 3.7 I hereby represent and warrant that I am and will be covered throughout the program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience overseas, and, more specifically, in the Program Countries. I have arranged for whatever insurance I consider adequate to meet any and all needs for payment of medical care while off-campus. I agree to assume all costs of my medical care, including transportation and hospitalization, while participating in the Program.
- 3.8 I hereby represent and warrant to Moody that I will authorize the Agency and its staff, agents, employees, assistants, and/or volunteers to take whatever action they determine in their sole discretion is warranted under the circumstances regarding my physical and mental health and safety, including placing me, at my own expense, in a hospital at any point for medical services and treatment, or if no hospital is available, to place me in the hands of a local health care provider for treatment, or to return me to the United States or to another country for medical treatment, if determined necessary by the Agency in its sole discretion.

### **4 Activity Matters**

- 4.1 I agree to not participate in any non-Program Activities which: 1) Involve extraordinary or apparent risks; 2) are identified as **Hazardous Activities** in the Glossary; or 3) a reasonable person would not undertake due to a significant risk of Loss.
- 4.2 As a guest in any Program destination, certain behaviors and forms of attire that may be fully acceptable in the United States may be unacceptable or offensive to the local population. I am aware that my behavior will reflect, for better or worse, upon Moody and the Agency. Throughout the Program, I will behave in a manner consistent with the Agency's guidelines, including, without limitation, guidelines related to behavior or attire, and Moody's Student Life Guide, of which I have received a copy. In the event that Moody and/or the Agency's Program director, in their sole discretion, determine that my conduct or academic performance is detrimental to the Program or other participants, Moody and/or the Agency's Program director may terminate my participation in this Program and may refer the matter to the appropriate Moody officials for further disciplinary or other action, and in the event of termination, I will be responsible for the entire Program costs and the additional costs for return travel (if any).
- 4.3 In recognition of and in addition to the above, I acknowledge the need for the following promises, agree to abide by them, and realize that I could be sent home at my own expense for violating any of them:
- I will not buy, sell, or use illicit drugs or alcohol at any time.
  - I will participate in all classes and/or scheduled Program activities unless I am ill or prevented from attending for causes beyond my control.
  - I will abide by dress and cultural standards suitable to the destinations visited.

### **5. Other Matters**

- 5.1 Should I have or develop legal problems while on the Program, I will attend to the matter myself, with my own personal attorney and at my own expense. Moody is not responsible for providing any legal or other assistance under such circumstances.

- 5.2 I, individually, and on behalf of my family, heirs, successors, personal or legal representative(s), and assigns, hereby agree to indemnify, defend and hold harmless Moody from any and all liability, Loss, damage or expense, including reasonable attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including reasonable attorneys' fees, which arise out of, occur during, or are in any way connected with my participation in the Program or any travel incident thereto.
- 5.3 I authorize Moody to release any information, including, without limitation, education records pertaining to me and maintained by Moody, to the Agency as necessary to facilitate the Program or my participation in the Program. I understand that education records pertaining to me and maintained by Moody may be protected under the Family Education Rights and Privacy Act of 1974, as amended ("FERPA"). I certify that this authorization to release information from such education records has been given freely and voluntarily. I understand that this authorization will remain in effect until I revoke this authorization by notifying Moody in writing. I understand and accept that any such revocation shall not affect disclosures previously made by Moody in reliance upon this authorization and prior to the receipt of any such written revocation. The Agency will be informed at the time of disclosure that the information disclosed about me may not be re-disclosed to others as a result of this authorization unless I independently authorize such re-disclosure.
- 5.4 I understand and agree that this **Agreement** is to be as broad and inclusive as permitted by, and will be construed under, the internal laws of the State of Illinois, without regard to principles of conflict of laws, and that the State and Federal courts located in the City of Chicago, Cook County, Illinois, USA will serve as the exclusive jurisdiction in personam and venue for any legal proceedings incident to the Program. The terms of this Agreement are severable, such that if a court of law holds any term to be illegal, unenforceable, or in conflict with law, the validity of the remaining portions will not be affected. This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof and supersedes any earlier written or oral representations, warranties, understandings or agreements between Moody and Participant concerning the subject matter hereof. Moody and **Participant** may modify this Agreement at any time by a subsequent writing signed by both parties hereto. Any modifications not made in writing are not effective.

## ***Glossary***

Note: key terms and descriptions include all eventualities and alternatives, whether or not listed.

<b>Activities</b>	All Program undertakings involving physical work, sports, or recreational activities, and the specific activities to be undertaken identified on the first page of this Agreement.
<b>Agency</b>	See definition on page 1 of this Agreement.
<b>Agreement</b>	This Assumption of Risk, Release and Participation Agreement.
<b>Attached Listing</b>	Risks and hazards specific to this particular Program, attached to this document as a separate page.
<b>Biomedical Hazards</b>	These include, but are not limited to, infectious, tropical, parasitic and other diseases, viruses, or bacteria; contaminated water or food; and insect, spider, snake, fish, or animal bites, which may cause Loss.
<b>Hazardous Activities</b>	Exceptionally dangerous events outside of the Program, including but not limited to rock climbing, rappelling, scuba, free or high diving, white-water rafting, bungee jumping, running with bulls, motorcycle or motorized scooter rider, spelunking, dangerous hiking, hitchhiking, intentional or unwitting Travel into areas with hazard of criminal, political, or terrorist activity, unrest or danger.
<b>Loss</b>	Bodily illness, personal injury, dismemberment or death; lawful or unlawful detention (i.e. jail or kidnapping); deprivation, disappearance, damage, destruction or theft (or the like) of personal property, including luggage and personal effects; additional expenses due to Travel Risks; inconvenience, delay, or embarrassment; and loss due to any of the additional risks particular to this trip and/or destination, or included on the Attached Listing (see definition above) of specific risks.
<b>Medical Prevention</b>	Inoculation, immunization, or prophylactic prescription of medications
<b>Natural Hazards</b>	Perils of extreme weather and acts of God, including but not limited to earthquake, fire, flood, and avalanche.
<b>Participant</b>	Program participant named above and sometimes identified in the document as "I/me/my/mine".
<b>Program Releasees</b>	See definition on page 1 of this Agreement. See definition in Paragraph 1.5 above.
<b>Releasor</b>	See definition in Paragraph 1.5 above.
<b>Travel</b>	Transportation or excursions by any means of conveyance (e.g. airplane, bicycle, bus, boat, motorcycle, skateboard, taxi, or train), whether planned or spontaneous, and whether individually or as part of a group.
<b>Travel Risks</b>	Risk of Loss, delays, changes in the means of transportation or in the performance of other services; or sickness, weather, vehicle accidents, strikes, wars, natural disasters, pickpockets, official corruption, or other unforeseen causes or unfortunate outcomes.
<b>Moody</b>	The Moody Bible Institute of Chicago, located at 820 N. LaSalle Blvd., Chicago, IL 60610