

John Marshall Law School Micronesian Externship Program

Assumption of Risk, Covenant Not to Sue and Indemnification

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned, _____ (the “Participant”), am participating in the John Marshall Law School’s Micronesian Externship Program in _____ between the dates of _____ and _____, 2014. This Program is not a requirement of my course of study at John Marshall Law School, LLC and my participation in it is purely voluntary. As such, I agree to assume all risk involved with my participation in the Micronesian Externship Program (the “Program”).

In consideration of my acceptance in the Micronesian Externship Program, I agree to all terms and conditions of the Program. I understand that my registration and attendance in the Program constitute evidence of my agreement to comply with all such terms and conditions.

During the course of the Program, participants may face certain risks and hazards, both foreseeable and unforeseeable. These risks and hazards include, but are not limited to, the following: travel and work in difficult terrain and inclement weather; inadequate or unhealthy food and/or water supplies; accidents or collisions involving planes, trains, automobiles, or other modes of conveyance; acts of terrorism, vandalism or war, storms, earthquakes or other natural disasters; government restriction or regulation; theft or other criminal acts; and accident or illness in remote locations without access to medical facilities and other hazards arising from a wide variety of events and circumstances which cannot be enumerated. These risks and hazards may result in physical injury, sickness or death, and damage to, or loss or destruction of property, and no guarantee can be made that the Law School or others can provide assistance if any of the foregoing result. The undersigned hereby acknowledges that international travel and study, including participation in the Program, involves inherent risks of physical injury, illness, death and/or damage to or loss of property. I voluntarily assume all such risk.

In consideration of the professional and educational enrichment and academic credit that I will derive from this educational opportunity, and other valuable consideration the receipt whereof is hereby acknowledged, I do also hereby, for myself, my heirs, executors, administrators, and assignees, waive, release, covenant not to sue and forever discharge the Directors of John Marshall Law School, LLC Board of Directors and John Marshall Law School, LLC and their members, officers, agents, servants and employees and the individual(s) responsible for, and employed by, the Program and their agents (each of the foregoing being hereinafter referred to as the “Law School”) of and from any and all manner of action or actions, rights, causes or causes of action, including, but not limited to, negligence, suits, debts, accounts, damages, claims, demands, and liabilities whatsoever in law, in admiralty, or in equity or otherwise of whatever kind or nature,

which I have or may acquire by reason of injury, damage or harm to person or property from any causes, including negligence, while participating in said travel and/or externship program, arising out of, or connected in any way with, participation in said travel and/or externship program.

Further, I agree to defend, indemnify and hold harmless the Law School from any and all claims, demands, and/or causes of action arising out of my own actions while participating in the Program.

I understand and agree that the Law School accepts no responsibility if an externship is cancelled before departure or while the program is in progress for reasons beyond the Law School's reasonable control including, but not limited to, political unrest or perceived danger to participant safety, acts of nature or God. The Law School reserves the right to cancel or change the Program in any way accordingly, in which event the undersigned agrees to hold the Law School harmless for any prepaid Program fees.

I understand and acknowledge that the Law School 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 the Law School, force majeure, war, quarantine, 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 the Law School's control, with or without notice, or for any additional expense occasioned by any of the foregoing.

I agree to abide by all deadlines for fee payment, application materials, and health documentation for the Program. I understand that all withdrawals from the Program must be made in writing and are subject to the Law School's financial policies.

I agree to maintain accident, health, medical evacuation and repatriation of remains insurance in force and effect for the entire duration of my participation in the Program. I further certify that, to the best of my knowledge, I am in good health and physically capable of undertaking an intensive program of foreign study. I understand and acknowledge that a condition of eligibility for participation in the Program is obtaining all vaccinations required or recommended by the Center for Disease Control or host jurisdiction for direct travel from the United States to my Program country(ies). I further acknowledge that the Law School strongly encourages Program Participants to obtain all vaccinations recommended for travel to the country(ies) to which I will travel as part of my Externship Program experience and that illness due to failure or refusal to do so is my sole responsibility.

I consent to the giving of such medical and/or surgical care as may become necessary for my well being, should the need arise, and I understand that the cost thereof will be my sole responsibility.

I agree that I shall be subject to the supervision and authority of the faculty in charge and to the standards of conduct stipulated by the faculty in charge. I further acknowledge that the supervising faculty has the sole authority to make decisions regarding the continued participation of any individual in the Program whose conduct may necessitate disciplinary action.

I authorize the Law School to communicate in emergencies with the person(s) provided on my emergency contact form.

I acknowledge that I have booked my own transportation. I assume sole responsibility for my safety. Further, I understand that I may elect to travel independently at my own expense before or after the Program or during free time within the time of the Program (“Independent Travel”). I agree to inform a Program supervising faculty member of my Independent Travel plans. However, I assume all risk involved and understand that the Law School is not responsible for me or my safety during such Independent Travel.

I acknowledge that I have made my own arrangements for housing for the duration of my Externship Program. I assume sole responsibility for my safety.

The Law School does not guarantee that Program participants will be able to obtain documentation required for any portion of their Program related travel. I understand that I am solely responsible for obtaining all documentation necessary for my travel in the Program including, but not limited to, obtaining a passport and any required visas. I further understand that, in the event my citizenship status requires me to obtain a visa or other documentation prior to reentry into the United States after traveling abroad, that I bear the sole risk and responsibility for obtaining such documentation; further, I agree to hold the Law School harmless if I am unable to obtain such required documentation and, as a result, am denied reentry into the United States.

I realize that baggage is carried or conveyed at my own risk and that baggage insurance is strongly recommended. The passenger’s contract ticket in use when issued shall constitute the sole contract between the airlines and me.

I attest that I have received and am keeping a duplicate copy of this Release, Covenant Not to Sue and Indemnification and agree to be bound by its terms.

I give the Law School permission to reproduce and use for educational or promotional purposes any and all photographs, videos, movies, or sound recordings taken of me during my participation in the externship experience.

It is understood and agreed that all parties signing this agreement are relying wholly upon his/her/their own judgment, belief, and knowledge of the nature extent and duration of

the Program's activities and that no representations or statements regarding the Program, or regarding any other matters, made by the Law School, its agents, employees, officers or faculty has influenced him/her/them to any extent in making and/or signing this Agreement.

I agree that should any provision or aspect of this agreement be found to be unenforceable all remaining provisions of this agreement will remain in full force and effect.

IN WITNESS **WHEREOF**, I have hereunto set my hand this _____ day of _____ 2014.

Participant Signature

Date of Birth

Address

City, State, Zip Code, Country

State of Georgia
County of _____

This instrument was acknowledged before me this _____ day of _____, _____, by _____.

_____ Personally Known

_____ Produced Identification

Type and # of ID _____

Notary Public, State of Georgia