

CONSENT, GENERAL RELEASE, AND INDEMNITY AGREEMENT

We, the undersigned, hereby make application to Furman University (herein called "Furman") for the Participant to participate in the *Darwin and the Galapagos* May 2010 program.

In consideration of the acceptance of such application and permission for the Participant to so participate, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby jointly and severally:

1. Agree to support and uphold all rules and requirements; observe all schedules; strive to be friendly with all members of the group; and follow all suggestions and recommendations of Furman, its agents and representatives, in all matters pertaining to the program and to the Participant's personal conduct.

2. Agree to permit Furman to terminate the Participant's participation in the program if Furman considers the Participant's conduct to be detrimental to or not in harmony with the best interests of the group or Furman; in which event the Participant shall be sent home at the undersigned's expense and the undersigned hereby expressly waive any claim against Furman, its agents and representatives, as a result thereof.

3. Grant to Furman its agents and representatives, full authorization to take such action as they deem necessary or appropriate to protect the health and safety of the Participant; including at their discretion and the undersigned's expense, placing the Participant under care of a doctor or a hospital at any place for medical examination and/or treatment or returning the Participant to the United States (if such return is deemed necessary or advisable after consultation with local medical authorities).

4. Release, discharge, exonerate and absolve Furman, its officers, trustees, instructors, employees, agents, representatives, successors and assigns from any and all responsibility for, and agree to indemnify each thereof against and hold them harmless from, any and all obligations liabilities, claims, demands, costs and expense, including reasonable attorney's fees, arising out of or in any way connected, directly or indirectly, with any of the following:

- a. Any and all claims of whatever kind and nature for injury, loss, damage, accident, delay, irregularity, or expense arising from the use of any vehicle or service, strikes, war, weather, sickness, quarantine, government restrictions or regulations, or from any act or omission of any steamship, airline, railroad, bus;
- b. Any intentional or unintentional injury or damage, whether or not resulting in death, to the Participant or the parents or guardian, or caused in whole or in part by the Participant, whether alone or together or in association with others, to any other person or persons;
- c. Any intentional or unintentional damage or injury to property, whether personal, real or mixed, owned or used by or in the custody or possession of the Participant, or caused in whole or in part by the Participant, whether alone or together with or in association with others;
- d. Any financial or other obligations incurred by the Participant during the study or travel program, including without limitation, obligations or liabilities incurred by the Participant in any country in which the study and/or travel program take place;
- e. The taking, processing, publishing or otherwise using of photographs of the Participant, either alone or with others, in any way deemed desirable by Furman in its sole discretion; Furman being hereby granted full permission to so take and use photographs of the Participant.

The undersigned Participant and parents or guardian hereby consent and agree not to sue or bring suit or equitable action of any kind against Furman University or any of its officers, trustees, instructors,

employees, agents, representatives, successors and assigns for or in any matter covered by the foregoing consent, general release and indemnity agreement.

We, the undersigned, hereby certify that we each have read the descriptive folder and agree without reservation to all the conditions of operation and deportment set forth therein.

In **WITNESS WHEREOF**, the undersigned have hereunto affixed their respective signatures this _____ day of _____, 2009.

**WITNESSED BY:
As to Participant**

(1) _____
Signature of First Witness

Print Name of Participant

(2) _____
Signature of Second Witness

Signature of Participant (Seal)

**WITNESSED BY:
As to Father or Guardian**

(1) _____
Signature of First Witness

Print Name of Father (or Guardian)

(2) _____
Signature of Second Witness

Signature of Father (or Guardian)(Seal)

**WITNESSED BY:
As to Mother or Guardian**

(1) _____
Signature of First Witness

Print Name of Mother (or Guardian)

(2) _____
Signature of Second Witness

Signature of Mother (or Guardian)(Seal)

Please note:

- a. It is not necessary for parent(s) and participant to sign in each other's presence.
- b. **Two witnesses** are required for the participant's signature and **two witnesses** are required for the parents' signatures. **If living, both parents must sign the agreement** even in cases involving separation or divorce.
- c. If parent and participant sign at the same time, the same two witnesses may be used for each signature; however, **the participant may not witness the signature of the parent and vice versa.**
- d. **No family member can be a witness** for the signature of another family member.
- e. **Both pages** of the agreement must be returned to the program director.

(Also see next page, "Consent, General Release And Indemnity Agreement Guidelines" for further instructions)

CONSENT, GENERAL RELEASE AND INDEMNITY AGREEMENT GUIDELINES

1. Consent, general release and indemnity agreements must be secured for all participants of off-campus programs. The university is not in the position to assume full responsibility for the safety of program participants, and the purpose of the release forms is to provide a legal clarification of the limits of university liability.
2. Program directors are responsible for having all release agreements properly executed before releasing the forms to the Student Business Center.
3. Participants will not be allowed to travel with or participate in off-campus program sponsored by the university unless release agreements are properly executed and filed in the Student Business Center before departure. **Both pages** of the agreement must be returned to the Financial Services Office by the program director.
4. **Release forms must be executed as follows:**
 - a. It is not necessary for parent and participant to sign in each other's presence.
 - b. Two witnesses are required for the participant's signature and two witnesses are required for the parents' signatures. If living, both parents must sign the agreement even in cases involving separation or divorce.
 - c. If parent and participant sign at the same time, the same two witnesses may be used for each signature; however, the participant may not witness the signature of the parent and vice versa.
 - d. No family member can be a witness for the signature of another family member.
5. The date of execution of the agreement is the date that the final signature is placed on the agreement.
6. The word “(Seal)” after the space allowed for signature is a legal requirement. It is not necessary to affix a formal seal of any kind.
7. **Please return the completed document by *May 30, 2009* to: Dr. Wade B. Worthen, Biology Dept., Furman University, Greenville, SC 29613**