



# PRESHCO

Programa de Estudios Hispánicos en Córdoba

## WAIVER AND INDEMNIFICATION AGREEMENT

I, \_\_\_\_\_, am an adult over 18 years of age, an undergraduate student at \_\_\_\_\_ (hereinafter “Home Institution”), and a voluntary participant (or the

parent or legal guardian of \_\_\_\_\_, who wishes to participate) in the Programa de Estudios Hispánicos en Córdoba (hereinafter “PRESHCO” or “the Program”). I confirm that I have read and understand all of the terms and conditions for participation in the Program, including but not limited to the requirements established by my Wellesley College, the various documents that make up the PRESHCO Application Packet, and the Program Brochure and Student Handbook, which can be found under “For Students,” on the PRESHCO Home Page (<http://sophia.smith.edu/blog/preshco/>). In consideration of being permitted to participate in the Program, I hereby agree as follows:

1. I understand that PRESHCO reserves the right to modify or terminate the Program or my participation in the Program at any time, either prior to my participation or during the academic year of my participation, if, in PRESHCO’s sole discretion, such modification or termination is necessary or desirable. I further understand and agree that PRESHCO will provide me with return transportation to the United States if the Program is terminated for any reason during my participation, and that PRESHCO will have no other or further obligation or responsibility to me in that event.
2. I understand that my participation in the Program for at least one full semester is necessary for the achievement of the Program’s objectives and for the fulfillment of my obligations as a participant in the Program. Therefore, I agree not to withdraw from the Program, in the absence of a bona fide personal emergency, after travel to Spain has taken place, and prior to the end of the first semester for which I have enrolled. In the case of a bona fide personal emergency, I understand that I may petition my Wellesley College and PRESHCO for authorization to withdraw, and that a partial refund of monies paid to the Program may be granted in the sole discretion of my Wellesley College and PRESHCO. I further understand however, that if I withdraw from the Program without authorization after the beginning of the semester for which I have enrolled, I will be in breach of my obligations, and will not be entitled to a refund of any monies paid. Additionally, I understand that my Wellesley College may impose such academic penalties as it sees fit.
3. I agree that I will become informed of and abide by all laws, rules, regulations, standards of conduct and policies applicable to or imposed by the local and national government of Spain, The University of Córdoba, PRESHCO and my Wellesley College. I further understand that my conduct during the course of the Program is of the utmost importance, and I therefore agree to conform to standards of conduct consistent with the maintenance of the reputation of the Program. I understand that unacceptable forms of behavior include, but are not limited to, the possession, use or trafficking of

illegal drugs, irresponsible use of alcohol, violence of any kind, violating the laws of the host country or city, disregard for the customs and mores of the host community, and unauthorized absences from classes. I promise to act responsibly at all times and to take the advice of the Resident Director regarding my personal conduct. I understand that if I act in a way deemed reckless or inappropriate by the Resident Director, the Resident Director has the right to impose sanctions on me, including immediate expulsion from the Program. This includes, but is not limited to any and all COVID-19 protocols, which may be subject to change. I understand and agree that if I am expelled from the Program, I will be responsible for all expenses incurred up to the time of expulsion and for all expenses incurred in returning to my point of origin. I further understand that PRESHCO will not be required to refund any portion of the Program fees previously paid to PRESHCO by me, or by my Wellesley College on my behalf. I also recognize that, due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at my Wellesley College will not apply during my participation in the Program.

4. I understand that the laws and regulations of foreign countries sometimes differ significantly from those in the U.S. and may not afford the protections available to an individual under U.S. law. Specifically I understand that I may not be entitled to a jury trial or to be able to be free on bail for breaking the law. I further understand that violating Spanish law, even unknowingly, may lead to my expulsion, arrest or imprisonment and that penalties for possession use or trafficking of illegal drugs in Spain are strict and convicted offenders can expect jail sentences and fines.

5. I understand that participation in the PRESHCO Program involves risks not found in study at my Wellesley College. These risks may include, but are not limited to, risks involved in traveling to and within, and returning from, international locations; foreign, political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and local medical and weather conditions. I understand these risks and assume them knowingly and willingly. I agree to exercise all reasonable care in guarding against such risks and keeping Program officials informed of any problems that may emerge during my participation in the Program.

6. I understand that living in a foreign country may involve health risks, which are different from or greater than those encountered while living in one's own country. Therefore, I agree to exercise all reasonable care in guarding against such risks and in keeping Program officials informed of any health problems that may emerge during my participation in the Program. I certify that I am free of any conditions that would endanger my life, health or well being while traveling or living abroad or that would impede my ability to fully participate in all aspects of the Program. I recognize that PRESHCO is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility. Therefore I acknowledge that if I require medical treatment or hospital care during my participation in the Program, PRESHCO is not responsible for the cost or quality of such treatment or care. Nonetheless, I understand that PRESHCO and/or the Resident Director is authorized, but is not obligated, to take any actions considered to be warranted under the circumstances regarding my health and safety. I agree that I will pay all expenses relating thereto, and will indemnify and hold harmless PRESHCO and the Resident Director from any liability for any such actions. I confirm that I have valid current medical insurance, including overseas coverage, and will have available a valid insurance identity card.

a) COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO).

COVID-19 and its variants are known to be extremely contagious and life-threatening. Our understanding of the exact methods of transmission and contraction are evolving, specific to treatment, cure, and vaccines for COVID-19 prevention. Worldwide mortality rates have ranged from 1% - 15%.

Community outbreaks cannot be predicted with certainty. During the study abroad period and location referenced above, an outbreak of the virus may occur which may limit my ability to obtain a) screening for COVID-19, b) treatment for COVID-19, or c) evacuation to another location to obtain treatment.

I understand that my ability to travel may be limited or banned for an indefinite amount of time.

I affirm that I have obtained health insurance that will cover treatment for any and all ailments, including assessment of and treatment for COVID-19.

7. I understand that I must have a valid passport and an entry visa for Spain in order to participate in the Program.

8. I understand that PRESHCO does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of food, goods or services involved in the Program. I hereby agree to indemnify and hold harmless my Wellesley College and PRESHCO from any injury, loss, damage, accident, delay or expense arising out of any such matters.

9. Knowing the risks described above, and in consideration of being permitted to participate in the PRESHCO Program, I hereby agree, on behalf of myself, my family, my heirs, my assigns, and my personal representatives, to assume all risks and responsibilities surrounding my participation in the PRESHCO Program, and to release, indemnify, hold harmless and forever discharge my Wellesley College, its trustees, officers, employees and representatives, PRESHCO, its Resident Director, and its officers, employees and agents, from and against any and all present or future claims or demands whatsoever for any loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, by reason of any accident, illness or other loss occurring during the Program, and any travel associated with the Program, or any time subsequent thereto.

10. I understand that this Waiver and Indemnification Agreement, and the Program's Brochure, and Student Handbook contain all of the terms and conditions to which I have agreed; that no other understandings or representations, either oral or written, regarding the subject matter of the Program and my participation therein shall be deemed to exist; and that any modification or amendment of the Agreement will be only by written instrument signed by me and a PRESHCO representative.

11. I duly consent that the materials contained within PRESHCO Application Packet that I completed and/or provided and on which my eligibility for participation in the program was determined be shared by any and all PRESHCO personnel in the USA and in Spain as necessary during the period of my participation in the program.

---

Student's Signature

Date

---

Parent's or Guardian's Signature *(If required)*

Date