

*This form is to be completed by all undergraduate students who join semester/full-year or summer/winter exchange programmes.*

## THE UNIVERSITY OF HONG KONG



### SCHOOL OF MODERN LANGUAGES AND CULTURES UNDERGRADUATE STUDENT EXCHANGE PROGRAMMES

#### *Assumption of Risk and Release Form*

The One-year exchange programmes in Japan provides unique activities for academic achievements and personal growth. These Activities may include:

- (A) on-campus learning activities
- (B) off-campus learning activities, such as
  - i. student exchange programme
  - ii. local/overseas field trips
  - iii. study abroad
  - iv. internship, professional experience, practicum, or placement
  - v. [international research and consultancy programme; and
  - vi. franchised courses]
- (C) student organization activities,
- (D) non-organized student activities.

In consideration of being permitted to enroll on the Programme, you have to assume risks and responsibilities surrounding your participation in the Activities. This document outlines certain areas of risk that you, your parents and your advisors should know before you decide to participate in any Activity.

#### 1. RISK OF ACTIVITIES:

The risks of participating in an Activity may include, but are not limited to, incidents or accidents arising from:-

- a) personal choices, actions or activities
- b) travelling;
- c) overseas foreign political, legal, social, economic conditions;
- d) different standards of design, safety and maintenance of buildings, places and conveyances;
- e) medical and weather conditions;
- f) any form of crime.

Health or safety concerns, medical needs, treatments or hospital care may consequently arise.

For off-campus Activities, you should note that the rules, procedures, laws and regulations of the place in which the Activity is conducted (or the country of the host institution) could be different to those at HKU or in Hong Kong.

2. LIMITS OF UNIVERSITY RESPONSIBILITY:

- a) Except for death or personal injury resulting directly from the negligence of HKU or its staff members, HKU is not responsible for any liability, injury, loss, costs, expenses (including medical, legal or other expenses) that you may incur (howsoever arising) in participating in an Activity.
- b) For off-campus Activity, HKU is not 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 goods or services involved. HKU does not warrant the safety of the environment into which you are sent, or the quality of the activity or programme conducted by the host institution. You shall be responsible for your own health and safety at all time during the Activity period.
- c) HKU is not obliged to, and you should not expect HKU to, provide you with accident or medical insurance cover for an Activity. Under normal circumstances, insurance coverage will be applicable only to activities that are directly administered and supervised by HKU's staff members.
- d) HKU has no obligation to provide you with legal or financial assistance in relation to your participation in an Activity or risks arising from such Activity.

3. HEALTH AND SAFETY:

- a) You should make arrangements, through insurance or otherwise, to meet all potential medical costs and expenses that may arise from your participation in an Activity.
- b) HKU may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding your health and safety. You will pay all expenses relating thereto and release HKU from any liability for any actions in respect thereof.

4. STANDARDS OF CONDUCT:

- a) You are required to abide by HKU's rules, standards and instructions for student behavior when participating in an Activity.
- b) For off-campus Activity, you are also required to abide by the rules and regulations of the host institution as well as all such laws, regulations and standards of the country in which the Activity is conducted.
- c) Non-compliance with the required standard of conduct may result in you being terminated from the Programme. You will be sent home at your own expense with no refund of fees or Programme costs.
- d) Any appeal, grievance, complaint or disciplinary matter not resolved internally will be litigated in the country in which the Activity is conducted. For off-campus overseas Activity, you should familiarize yourself with what is permitted and what is prohibited by the law of the country in which the Activity is conducted.

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Name of Applicant: \_\_\_\_\_

University No.: \_\_\_\_\_

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

(If Applicant is under 18 years of age, a parent or legal guardian must also read and sign this form.)

**ASSUMPTION OF RISK AND RELEASE OF CLAIMS:**

- a) I have carefully read this Release Form before signing it. I agree to and shall abide by all the terms and conditions set out above.
- b) I further agree to release, hold harmless and indemnify HKU, a public corporation, its officers, employees, and agents, and the individual staff member(s) of HKU, from and against any loss or damage I may cause as a result of or incidental to my participation in any of the Activities. I will not seek any contribution from HKU for loss or damage under any circumstances, unless the event is proved to be caused by the negligence of HKU or its staff members.
- c) I have consulted with a medical doctor with regard to my personal medical needs. I understand that I will be responsible for all risks and any possible loss and damage I may suffer if I take part in any Activity or Activities which might not be detrimental to me, given my health conditions.
- d) No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall define my responsibilities relating to the Programme. This document shall be governed by the laws of Hong Kong SAR, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Programme.

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

\_\_\_\_\_  
Date

I (A) am the parent or legal guardian of the above Applicant, (B) have read the foregoing Release Form (including such parts as may subject me to personal financial responsibility), (C) am legally responsible for the obligations and acts of the Applicant as described in this Release Form, and (D) agree, for myself and for the Applicant, to be bound by its terms.

\_\_\_\_\_  
Signature of Parent/Guardian  
(If Applicant is under 18 years of age)

\_\_\_\_\_  
Date