



Participant has signed the IBIM Letter of Agreement (“Letter”) setting out the terms of participation in the IBIM Program. A copy of that Letter is attached to this Waiver and the terms of that Letter are incorporated by reference into this Waiver.

Participant acknowledges that he/she has read all IBIM materials and the additional orientation materials.

Participant has attended the pre-departure orientation(s), has had the opportunity to ask questions and fully understands and agrees to abide by the rules and regulations of the IBIM Program.

Participant and Parents understand that the IBIM Program entails travel to and residence in foreign countries and that there are hazards, risks and dangers associated with foreign travel, including but not limited to sanitary and health conditions, the availability of medical care, crime and/or civil unrest. These risks include the possibility of physical harm or injury, even fatal injury as well as damage to property. Participation in this program is entirely voluntary. Participant and Parents, in agreeing to participate in this Program, have made their own assessment of the risks and are not relying on any statement or promise by any agent of Bentley College in assessing those risks. Participant and Parents, by signing this document, assume all risks inherent in or arising out of or related to Participant’s participation in the Education Abroad Program or any activities undertaken in connection with the Program, and Bentley shall not be responsible or liable for any such risks.

Further, Participant and Parents, by signing this Release and Waiver, fully and irrevocably release Bentley College and its officers, trustees, agents, employees and assigns (“Releasees”) from any and all liability for loss, harm damage, injury, claims, demands actions, costs and expenses of any nature whatsoever, whether in law or equity (“Claims”) which the Participant and Parents may have or which may hereafter accrue arising out of or related to Participant’s enrollment in the IBIM Program, including but not limited to, claims of personal injury, death, damage to property or other, whether caused by the negligence, omission or carelessness of Bentley or its agents.

#### Covenant Not to Sue

The Undersigned, on behalf of the Participant, parents, guardians, heirs, personal representatives, assigns and anyone else claiming by, through or under the Participant agrees that he and/or they shall not file any claim, complaint, charge or lawsuit against Bentley and/or its governing board, officers, attorneys, agents, employees, servants and/or representative for any matter, claim or incident known or unknown which occurs or arises out of or in any way connected with, resulting from or related to Participants’ enrollment and/or participation in the Program including, but not limited to, claims (as defined in the preceding paragraph) related to personal injury, death or damage to property, whether caused by negligence, omission or carelessness of the Releasees (as defined in the preceding paragraph), or otherwise.

It is the express intent of the Undersigned that this Agreement shall bind the Participant and the Participant’s family, estate, heirs, administrators, personal representatives or assigns, and the Undersigned agree(s) to indemnify, defend and hold harmless each of the Releasees from and against any Claim by any such person arising out of or related to the Participant’s participation in the Academic Program.

Governing Law; Forum; Severability

The Undersigned agree(s) that this Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof, and that the Commonwealth of Massachusetts shall be the sole forum for any lawsuits filed under or incident to this Agreement or the Academic Program. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

Full Understanding

In executing this Waiver of Liability and Release Agreement, the Undersigned acknowledge(s) and represents(s) that the Undersigned fully understand(s) the content and impact of the provisions hereof and that the execution hereof is the Undersigned's free act and deed.

**READ THIS AGREEMENT CAREFULLY. IT IS A LEGALLY BINDING AGREEMENT WHICH INCLUDES A RELEASE OF LEGAL RIGHTS.**

STUDENT/PARTICIPANT:

PARENT/GUARDIAN:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Updated October 2009