

## Assumption of Risk and Release

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

International Elective Rotation Site: \_\_\_\_\_

International Elective rotations provide unique opportunities for academic achievement and personal growth. These rotations may also entail special risks. This release form specifies certain areas of risk that you should be aware of before you decide to participate in an international elective rotation.

I hereby agree as follows:

**1. Risks of International Elective Rotation:** I understand that participation in the above stated international elective rotation may involve risks not found in training at Palmetto Health. These risks include, but are not limited to, those risks involved in traveling to and within, and return from, one or more foreign countries; foreign political, legal, social, religious, and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions; and other matters. I understand that Palmetto Health will not provide liability insurance while I am on this international elective. I will be responsible for any and all claims resulting due to my negligence or inability to provide proper and accepted care in the host country. I have made my own investigation and am willing to accept these risks.

**2. Institutional Arrangements:** I understand that Palmetto Health 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 goods or services involved with the international elective rotation.

**3. Limits of Palmetto Health Responsibility:** I am undertaking this international Elective Rotation voluntarily and I understand that Palmetto Health:

- a) Cannot guarantee the safety of participants or eliminate risk from the international elective rotation environment.
- b) Cannot monitor or control all the daily personal decisions, choices, and activities of individual participants.
- c) Cannot prevent participants from engaging in illegal, dangerous or unwise activities.
- d) Cannot assure that the U.S. standards of due process apply or provide or pay for legal representation for participants.
- e) Cannot assume responsibility for the actions of persons not employed or otherwise engaged by Palmetto Health, for events that are beyond the control of Palmetto Health and its subcontractors, or for situation which arise from the failure of a participant to disclose pertinent information.
- f) Cannot assure that home-country cultural values will apply on the rotation when these differ from those of the host country.
- g) Cannot be responsible for any injury or loss suffered either to myself or others when traveling independently or otherwise separated or absent from any Palmetto Health supervised activities.

#### **4. Health and Safety:**

- a) I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude my participation in this international elective rotation.
- b) I understand that Palmetto Health does not provide medical insurance coverage for any expense caused by war (declared or undeclared) or any act of war, or for any treatment outside the United States except in the case of injury or medical emergency. I will have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs not covered by Palmetto Health Medical/Health insurance coverage while I participate in this international elective rotation. I recognize that Palmetto Health is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility. If I

require medical treatment or hospital care in a foreign country during the rotation, Palmetto Health is not responsible for the cost or quality of such treatment of care.

- c) I agree to promptly express any health or safety concerns to the program staff or other appropriate individuals.
- d) Palmetto Health may, but is not obligated to, take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release Palmetto Health from any liability for any actions.

**5. Standards of Conduct:**

- a) I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, alcohol use, and behavior. I recognize that behavior which violates those laws or standards could harm Palmetto Health relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to, or through which, I will travel during the international elective rotation.
- b) I will also comply with Palmetto Health and GME rules, standards and instructions for resident/fellow behavior.
- c) I agree that Palmetto Health has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including termination from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the Program and other participants. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to residency disciplinary proceedings at Palmetto Health do not apply. If I am terminated from the Program, I consent to being sent home at my own expense with no refund of fees or program costs.
- d) I will attend to any legal problems I encounter with any foreign nationals or government of the host country. Palmetto Health is not responsible for providing any assistance under such circumstances. I assume all expenses and costs on my own.

**6. Program Changes:** Palmetto Health has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Program. I accept all responsibility for loss of additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the group, fail to meet a departure bus, airplane, train, or other means of transportation, or become sick or injured, I will at my own expense seek out, contact, and reach the group at its next available destination.

**7. Assumption of Risk and Release of Claims:** Knowing the risks described above and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representatives(s), to assume all the risks and responsibilities surrounding my request for participation in the international elective rotation. I hereby agree to release, hold harmless and indemnify the Board of Directors of Palmetto Health, a not for profit corporation, its officers, employees, and agents and the individual members of the Board of Directors, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including period in transit to or from any country where the rotation is being conducted).

I have carefully read and have the capacity to and do understand this Release Form before signing it. No representations, statements or inducements, oral or written, apart from the foregoing written statement, have been made. I am voluntarily signing this release and fully assuming the obligation of my own volition. This agreement shall define my responsibilities relating to the international elective rotation for which I have applied.

**In case of emergency,** Palmetto Health or my Program may contact the individual listed below and discuss relevant information as medically or otherwise needed:

Name: \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Address: \_\_\_\_\_

Contact's e-mail address: \_\_\_\_\_

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

\_\_\_\_\_  
Date

Reviewed 2/20/14