

CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT

University of Hawai'i John A. Burns School of Medicine
International Exchange or Other International Programs

Name of Covered Program: _____

Location: _____

Dates (From, To): _____

In consideration for my participation in the Covered Program, I agree to the following on behalf of myself and my heirs, executors, administrators, and personal representatives:

1. Representation of health. I understand the nature of the Covered Program and I represent that I am in good physical, mental, and emotional health and able to participate in the Covered Program. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately cease further participation in the Covered Program. I further agree to and represent that in connection with my participation in the Covered Program: (a) I will be covered by a private medical and liability insurance policy, (b) I am not employed by the University of Hawai'i, and (c) the University of Hawai'i will not be responsible for or required to indemnify me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the "Injuries/Damages") that I may sustain or suffer in connection with my participation in the Covered Program.
2. General assumption of risk. I understand and acknowledge the dangers and risks involved in my participation in the Covered Program including the Injuries/Damages. These Injuries/Damages may be caused by actions or inactions of myself or others participating in the Covered Program and/or the conditions where the Covered Program occurs. I acknowledge there may be other Injuries/Damages not known to me or readily foreseeable at this time. I fully accept and assume all risks of the Injuries/Damages resulting from my participation in the Covered Program. I have read and understood all written materials setting forth the requirements for my participation and I will observe, follow, and comply with all verbal and written instructions.
3. JABSOM assumption of risk. I understand that JABSOM and the University of Hawai'i are not in a position to and do not guarantee my personal health and safety during participation in the Covered Program. I understand that I am responsible for any and all medical, hospital, other health care provider, and related expenses for any injury or other liabilities arising out of my participation in the Covered Program. I understand that I should be covered by a comprehensive travel insurance policy that includes coverage for medical, evaluation, and repatriation expenses, prior to my participation in the Covered Program. I understand that JABSOM's professional liability insurance policy, which covers certain qualified University of Hawai'i personnel and students, does not respond to claims brought in a non-U.S. state or territory. If a medical claim is filed against me in a non-U.S. state or territory, I will be personally responsible for all costs associated with my defense. I understand that I am not allowed to provide direct patient care services. If I am a JABSOM first-year medical student, then I understand I am able to observe but not participate in

surgical or labor and delivery procedures. I understand that if I participate in research activities of the Covered Program, then I will obtain all necessary certifications and clearances, in compliance with all JABSOM, University of Hawai'i, State of Hawai'i, and federal laws and regulations prior to my participation in the Covered Program. I further understand that my failure to do so may lead to serious legal and/or academic consequences to me. I understand that my violation of any statute, ordinance, law, rule, regulation, or term of this agreement is expressly prohibited and grounds for my dismissal from the Covered Program.

4. Waiver and release. I hereby waive, release, and discharge any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable, either directly or indirectly, to my participation in the Covered Program (collectively the "Released Claims").
5. Indemnify, defend, and hold harmless. I accept full responsibility for my participation in the Covered Program and I agree to indemnify, defend, and hold harmless the University of Hawai'i, and its past, present, and future Board of Regents, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including attorneys' fees), arising or resulting from or caused by any of my acts or omissions (or by any person for whom I am responsible) during, involving, or related to my participation in the Covered Program.
6. Photo, video, and sound recording release and consent. I authorize the University of Hawai'i and its officers, agents, employees, successors, licensees, and assigns to take and use photographs, video, and sound recordings of and/or live stream my participation in the Covered Program and to use my name, image, likeness, appearance, and voice (collectively the "Recordings"): (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising, or information purposes, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation to me, (e) in any manner or media, including use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings. All right, title, and interest in the Recordings belong solely to the University of Hawai'i. I understand the Covered Program may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and I consent to my inclusion in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings.

I have read this Consent, Waiver, Release, and Indemnity ("Agreement") and I understand that I am giving up substantial rights, including the right to sue. I am participating in the Covered Program freely and voluntarily. I agree that: (a) the laws of the State of Hawai'i shall apply to this Agreement and (b) if any portion of the Agreement is invalid, the remainder of the Agreement shall continue in full force and effect.

Signature of Participant

Print Name

Date