



DUKE UNIVERSITY

PARTICIPATION AGREEMENT

You have requested to participate in the **GCP (Global Consulting Practicum) in Social Entrepreneurship** program, which is sponsored by the Fuqua School of Business at Duke University. All activities associated with travel involve risks and it is important for you to have information about these risks and to provide the Fuqua School of Business with information about yourself before participating in this activity. The Participation Agreement must be read carefully and signed by all participants who take part in the activity offered by Fuqua School of Business.

PLEASE READ THIS AGREEMENT CAREFULLY

IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN THIS ACTIVITY.

In consideration of Duke University allowing me to participate in this activity, I agree and understand the following:

1. **Nature of Travel:** I and my family members understand that participation in this program is entirely voluntary, that any program of travel involves some element of risk, and that neither the Fuqua School of Business nor Duke University makes any representation about the safety or security of destination or modes of travel.

2. **Inherent Risks and Dangers of Travel:** I understand and appreciate that risk and dangers are inherent when traveling to and in international settings. I understand that the political, environmental and cultural situations in these countries differ from those in my own country and the Duke University environment. I understand these situations can be unpredictable and may become volatile and dangerous within a short period of time. I understand there are health risks as well as risks associated with aircraft, motor vehicles and potentially poor driving conditions. I have weighed the dangers inherent in foreign travel and work and the risks presented to my own health and well being. Nevertheless, I acknowledge there may be additional factors of which I am unaware or have not been brought to my attention. These risks could result in property damage and/or bodily injury, up to and including death. I agree to accept and assume all risks associated with the activity whether present or future, known or unknown, arising from or as a result of, my voluntary participation in the activity. Understanding all of the risks involved, I hereby elect to voluntarily participate.

3. **Behavior Expectations of the Participant:** I understand that as a participant I have the responsibility to use appropriate behavior and conduct to ensure that the activity is a safe experience for all participants. I also understand the danger associated with deviating from the planned activity and agree not to deviate from the plans as stipulated in the procedures.

4. **Health Condition of the Participants:** By signing this participation agreement you agree:

- To furnish the Fuqua School of Business with medical information.
- That Participant will bear all financial responsibility for any medical treatment arising from participation on the Fuqua GCP Program.
- I understand that the University reserves the right to make cancellations, changes or substitutions in cases of emergency or changed conditions or in the interests of the group. Should the University cancel the program, full refunds of amounts paid to Duke University or its agent(s) will be made unless the cancellation is due to political, natural, technological, or other catastrophes beyond its control which case Duke University will be able to refund only uncommitted and recoverable funds.

- I understand that as a participant in a Fuqua/Duke University program, I am a representative of the Fuqua School, Duke University and the United States. By signing this agreement, I pledge to conduct myself in a manner which reflects favorably on all.
- I understand that Duke University requires all participants to be covered by appropriate health and accident insurance and that participants and their families must be financially responsible for all medical expenses and for expenses related to evacuation and repatriation, if and when necessary. In addition, I understand that payment for medical expenses is customarily paid at the time of service and reimbursement is sought later from the insurance carrier. Duke University requires that any participant planning to operate a motor vehicle obtain liability and collision insurance that will cover him or her in the applicable foreign countries. Duke University also recommends that participants insure their property against loss or theft.

5. RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In return for Duke University allowing me to participate in this activity and having read and understood this Participation Agreement, I hereby state that I voluntarily agree to the following:

A. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Fuqua School of Business, Duke University, its trustees, officers, employees or agents (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me that occurs as a result of my traveling to and from, and participation in this activity.

B. I agree to INDEMNIFY AND HOLD HARMLESS the RELEASEES whether injury or damages is caused by my negligence, the negligence of the RELEASEES or the negligence of any third party from any loss, liability, damage or costs, including court costs and attorneys' fees, that RELEASEES may incur due to my traveling to and from, and participation in this activity.

C. It is my express intent that this RELEASE and HOLD HARMLESS AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE and COVENANT NOT TO SUE the above-named RELEASEES.

D. I hereby further agree that this Participation Agreement, Release, Assumption of Risk, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the state of North Carolina. Further, the release, waiver, discharge and covenant not to sue as expressed in this Section 5 is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is my intention not only to release any and all claims against RELEASEES, but also to relieve RELEASEES from any liability to make contribution to other tortfeasors on account of any claims.

E. If I deviate from any aspect of this activity, such deviation is purely voluntary, and I agree that RELEASEES shall not be liable for any injuries resulting or arising out of such deviation. Please note that a deviation includes any non-programmatic side trips, pre-program or post-program travel or activities, or other activities not specifically included in and authorized by the GCP program.

F. I understand that by participating in this activity I will ASSUME THE RISK of injury and damage from risks and dangers that are inherent in any activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT that I have read the foregoing PARTICIPATION AGREEMENT, understand it, and sign it voluntarily.

Participant: _____

Date: _____

Signature: _____