Special Waiver and Acknowledgement required for study in Kenya ~ Spring/Winter 2019

As a condition of, and as consideration for, my studying abroad under the auspices of Wesleyan University’s Office of Study Abroad, either on a Wesleyan-administered program or another program, I agree to the following assumption of risk and release and waiver. I understand and agree that no oral representations can or will alter the contents of this document, and that if any portion of this document is deemed unenforceable, all other provisions remain in full force and effect.

I affirm that I am age 18 or older.

Assumption of Risk:
I understand that participation in a study abroad program involves risks not present on Wesleyan’s Middletown, CT campus. For initiatives abroad these include, but are not limited to, risks inherent in travel to and from, and within, a foreign country, and risks resulting from different:

- legal, economic, social, political, and law enforcement conditions;
- standards for the safety and maintenance of both private and public buildings and conveyances, including different standards for the accessibility and accommodations of persons with disabilities;
- standards for the availability and provision of medical care;
- weather conditions; and
- educational systems and expectations

I understand these risks and accept and assume them as a condition for my participating in such a program. I acknowledge that my participation in that program is voluntary.

General Release and Waiver:
I, for myself, and for my heirs, executor, administrators and assigns, release and waive any and all claims arising out of my participation in a study abroad program led by a Wesleyan faculty or staff member that I may have, now or in the future, against Wesleyan University, its employees or agents, including, but not limited to, claims for damage to or loss of property, consequential damages, violation of civil rights, personal illness or injury, or death.

I understand that Wesleyan University, including the leader of the off-campus initiative, does not administer or control all aspects of such initiatives, and that other providers of goods or services in this connection are not agents of Wesleyan or under its control.

Medical Release and Authorization:
I assume all risk and responsibility for my medical needs while a participant in a Wesleyan approved or administered Study Abroad Program, and acknowledge that Wesleyan is not responsible for the provision and quality of medical treatment or hospital care that I receive while such a participant.
In the event of a medical emergency, however, I authorize Wesleyan to take any action deemed in good faith to be necessary for my health and safety. I assume full financial responsibility for, and release Wesleyan, including the leader of such initiative, from any and all liabilities resulting from the good faith exercise of this authority.

I understand that Wesleyan has the authority to contact my parent/guardian about my physical or mental health while I am abroad if it is deemed advisable to do so.

I authorize Wesleyan, including the leader of the program, to determine whether it is in my best interests or those of Wesleyan or the program that I return home.

I have read the U.S. Department of State Travel Country Information page concerning travel to the Kenya by U.S. citizens.

I understand and acknowledge that:

- I am required to sign the Assumption of Risk and Release and Waiver form and other forms required for Wesleyan approved study abroad programs generally because I will be a registered Wesleyan student while studying in the Kenya; and that references to Wesleyan’s permission to, and approval of, study abroad in those forms means only that Wesleyan has agreed to give me credit for approved courses I satisfactorily complete in the Kenya;

- Wesleyan University is in no way responsible for my health, safety or security while in, and while traveling to and from, the Kenya;

- In spite of my being encouraged to follow the advice of the on-site coordinator and regardless of any advice that is given, neither Wesleyan nor the on-site coordinator is responsible for my health, safety or security while in, or while traveling to and from, the Kenya; and that

- Should I decide to leave the Kenya before the end of a program because of health or safety concerns, or for any other reason, Wesleyan will not be obligated to give me credit for a partial semester of study or a refund of tuition or any other fees.

I am aware of the specific risks of travel to, and in, the Kenya, as detailed below:

- Travel Advisory Level 2 – Exercise increased caution due to crime and terrorism. Some areas have increased risk.
  - Do not travel to the Somali border and some coastal areas
  - Reconsider travel to the Nairobi neighborhood of Eastleigh at all times and Old Town in Mombasa at night due to crime.
  - All parts of the coastal counties of Tana River and Lamu, and all areas of Kilifi county north of Malindi

- Violent crime such as armed carjacking, mugging, kidnapping and home invasions can occur at any time. “Matatus” (privately-operated public transportation buses) tend to be targeted since they carry multiple passengers.
• Terrorist acts include armed assault, suicide operations, bomb/grenade attacks, and kidnappings.

• Avoid walking alone at night

• Sexual assault is prevalent in Kenya and frequently goes unreported.

• Be careful using ATMs in the evening hours

• illnesses including:
  • Malaria
  • Schistosomiasis
  • Cholera
  • Tuberculosis
  • Polio
  • Meningitis
  • Yellow Fever
  • Hepatitis A
  • HIV, Hepatitis B and C, and STDs
  • rabies
  • dengue
  • travelers’ diarrhea
  • West Nile Virus
  • Typhoid
  • Rift Valley Fever

Student Signature:  

Student Name Printed:  

Date:  