

Waiver Form for Murdoch University School of Law International Human Rights Program, Geneva, Switzerland

To: **Murdoch University**

In consideration of Murdoch University (Murdoch) permitting me to participate in its "International Human Rights Program in Geneva, Switzerland" ("Program"), I, the student whose details are stated in the corresponding application form, make the following representations and acknowledgements, and agree to the terms and conditions set out in this document:

Representations:

1. I represent to Murdoch that:
 - 1.1. The information set out in my application to participate in the Program ("Application") is complete and accurate to the best of my knowledge.
 - 1.2. I have read and understood the information provided concerning the Program and I am willing to participate in it on this basis.
 - 1.3. I have declared any illnesses, allergies or other disabilities that may materially affect me during the period of the Program, and I am aware that travel insurance held by Murdoch may exclude cover for pre-existing illnesses or medical conditions.
 - 1.4. I understand the nature and extent of the risks involved in participating in the Program and I voluntarily accept all risks.

Acknowledgements

2. I acknowledge that:
 - 2.1. I will be participating in a Program at the Host Institution within the Jurisdiction.
 - 2.2. Murdoch University has informed me that the Host Institution does not have any public liability/risk insurance that will apply to me during the period of my Program at the Host Institution. However, students will be covered by Murdoch University Insurance for the teaching period of the program.

Variation or cancellation of travel arrangements

- 3.1. Murdoch has no liability whatsoever for holiday travel if the student arranges to extend his or her stay overseas after the end of the Program. Any extended travel is private travel, and the student acknowledges that such travel will not be covered by any insurance held by Murdoch **unless Murdoch expressly authorises the extended stay**. Otherwise, the student must obtain private travel insurance for this period.
- 3.2. Murdoch is entitled to terminate the Program at any time if it determines that it is unsafe for Murdoch students and/or staff to continue (whether owing to threat of terrorism, civil commotion, war, weather conditions, natural disasters or otherwise), or for any other reasons beyond the control of Murdoch.
- 3.3. The student acknowledges and agrees that \$100 of the \$300 application fee is a non-refundable administrative fee if the student is offered a place and subsequently withdraws from the Program.
- 3.4. If the student withdraws from the Program, he or she must immediately notify the School Office or Program Director, in writing via email.

Exclusion of liability

4. I acknowledge and agree that to the fullest extent permitted by law Murdoch has no liability to me whether under the common law or otherwise (and I release and forever discharge Murdoch from any such liability) for:
 - 4.1. Death or any injury (including deep vein thrombosis), disability, illness and loss or damage of any kind suffered or sustained by me (including, without limitation, airfares, foreign exchange losses, any loss or diminution in earnings, Austudy payments, or other entitlements or allowances or any HECS liability incurred).
 - 4.2. Howsoever arising out of or in connection with the Program, the travel, any direction, act, or omission on the part of Murdoch (or its employees, agents, or contractors) whether negligent or otherwise including (but without limitation) a decision by Murdoch:

- (a) To suspend or to terminate the Program early; or
- (b) To not suspend or terminate the Program early.

Indemnity

- 5. I indemnify Murdoch and its employees, servants, agents or contractors and the Host Institution, from all liability (howsoever arising) and from all loss or damage whatsoever suffered by Murdoch and its employees, servants, agents and contractors and the Host Institution, arising from or in connection with:
 - 5.1. Any act or omission of mine (whether negligent or otherwise) occurring during my participation in the Program; or
 - 5.2. Any breach of any term of this document by me, including (without limitation) any representation in this document being untrue.

Force Majeure

- 6. Without affecting any other provisions of this document, I agree that if any event which is beyond Murdoch's reasonable control and which has the practical effect, of preventing performance of any obligation otherwise imposed upon Murdoch with respect to the Program, any obligations which Murdoch may otherwise owe to me will be suspended for the duration of that event or, where the event has permanent effect, permanently.

Good behaviour

- 7. I agree and promise that at all times (whether as part of the formal schedule or not) whilst participating in the Program, I will:
 - (a) Behave as an ambassador for Murdoch and will behave in an exemplary and professional manner.
 - (b) Follow all reasonable instructions of Murdoch and its employees involved in the Program.
 - (c) Take all reasonable care for my own safety and for the safety of all other participants in the Program; and
 - (d) Not engage in any irresponsible or reckless behaviour.

Termination of Participation

- 8. If I do not adhere to the terms of this document, or I act in any way contrary to any representation made in this document, Murdoch, may (without any liability to me) terminate my right to participate in the Program. On and from the time of such termination, I will have no right to be included in any activities that form part of the Program and must obtain separate travel insurance. Nothing in this clause operates to require me to vacate any accommodation, or reschedule any travel, that has been booked and paid for.
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