

## The University of Hong Kong



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[Fill in Name of Activity]

### Assumption of Risk and Release Form

*This form is to be completed prior to embarking on out-of-HK learning activities.*

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#### ASSUMPTION OF RISK AND RELEASE FORM

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In participating in any out-of-HK learning activities, there are certain risks and responsibilities that you as participants will have to assume. This document outlines these areas of risk that you, your parents and advisors should know before you decide to participate in any activity.

Undergraduate students at HKU undertaking any of the following out-of-HK Activities are required to complete the form:

- a) Compulsory/non-compulsory learning activities organised by the Centre of Development and Resources for Students (CEDARS):
  - i. student exchange programme
  - ii. study abroad
  - iii. field trips
  - iv. internship, professional experience, practicum, or placement
  - v. international research and consultancy programme
  - vi. franchised courses
  - vii. competitions
- b) student-initiated and other learning activities fully/ partially funded by CEDARS.

#### RISK OF ACTIVITIES

The risks of participating in an Activity may include, but are not limited to, incidents or accidents arising from:

- a) personal choices, actions, or activities;
- b) travelling;
- c) political, legal, social, economic, safety (crime), medical, hygiene, and/or weather conditions of the Activity destination; and
- d) different standards of design, safety and maintenance of buildings, places and conveyances.

Health or safety concerns, medical needs, treatments or hospital care may consequently arise. The rules, procedures, laws and regulations of the destination of Activity (or the country of the host institution) could be different to those at HKU or in Hong Kong.

#### LIMITS OF UNIVERSITY RESPONSIBILITY

- a) Standard insurance coverage has been arranged by HKU for students when traveling outside Hong Kong, but will be applicable only to activities that are directly administered and supervised by HKU staff members or formally approved by HKU or its staff members. Details of the relevant insurance policy terms are available on the FEO website.
- b) Except for death or personal injury caused directly by the negligence of HKU or its staff members, HKU or its staff members shall not be responsible for any liability, injury, loss, costs, expenses (including medical, legal or other expenses) that you may incur (howsoever arising) in participating in an Activity.

- c) For off-campus Activities, HKU is not an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organiser or other provider of goods or services involved.
- d) HKU does not warrant the safety of the environment into which you are sent, or the quality of the Activity conducted by the host institution. You shall be responsible for your own health and safety at all times during the Activity period.
- e) HKU has no obligation to provide you with legal or financial assistance in relation to your participation in an Activity or risks arising from such Activity.

**HEALTH AND SAFETY**

- a) Standard insurance coverage is provided under the University’s “Corporate Travel Insurance for Students” and “Group Personal Accident Insurance for Students”. However, you are strongly advised to make arrangements, through insurance or other means, to meet all potential additional medical, and any other unexpected costs and expenses that may arise from your participation in an Activity.
- b) You are also strongly advised to consult with the University Health Service, the Centre of Development and Resources for Students, and the Equal Opportunity Unit for advice on all potential health, medical and other needs/risks when deciding on any Activity.
- c) HKU may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding your health and safety. You will pay all expenses relating thereto and release HKU from any liability for any actions in respect thereof.

**STANDARDS OF CONDUCT**

- a) You are required to abide by HKU’s rules, standards and instructions for student behavior when participating in an Activity.
- b) You are also required to abide by the rules and regulations of the host institution as well as all such laws, regulations and standards of the country in which the Activity is conducted.
- c) Non-compliance with the required standards of conduct may result in your being terminated from the Activity. You will be sent home at your own expense with no refund of fees or Activity costs. You may also be required to refund HKU or relevant units the entire/part of the financial subsidies received for participation in the Activity.
- d) Any appeal, grievance, complaint or disciplinary matter not resolved internally will be litigated in the country in which the Activity is conducted. You should familiarize yourself with what is permitted and what is prohibited by the law of the country in which the Activity is conducted.

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**ASSUMPTION OF RISK AND RELEASE OF CLAIMS**

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- a) I have carefully read and understood this Release Form before signing it. I agree to and shall abide by all the terms and conditions set out above.
- b) I further agree to release, hold harmless and indemnify HKU, a public institution, its officers, employees, and agents, and the individual staff member(s) of HKU, from and against any loss or damage I may cause as a result of or incidental to my participation in any of the Activities. I will not seek any contribution from HKU or its staff members for loss or damage under any circumstances, unless the event is proved to be caused by the negligence of HKU or its staff members.
- c) I have consulted a medical doctor with regard to my personal medical needs. I understand that I will be responsible for all risks and any possible loss and damage I may suffer if I take part in any Activity or Activities which might not be detrimental to me, given my health conditions.
- d) No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall define my responsibilities relating to the Activity. This document shall be governed by the laws of Hong Kong SAR, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Activity.

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

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**REPLY FORM – PARENT OR LEGAL GUARDIAN**

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*(If Participant is under 18 years of age, a parent or legal guardian must also read and sign this form)*

I (A) am a parent or legal guardian of the above Participant, (B) have read the foregoing Release Form and all the documents related to the “Activities/Activity” concerned (including such parts as may subject me to personal financial responsibility), (C) am legally responsible for the obligations and acts of the Participant as described in this Release Form, and (D) agree, for myself and for the Participant, to be bound by its terms.

[家長或合法監護人回覆表格 – 中文譯本, 以供參考, 以英文版本為準。  
(如參加者未滿 18 歲, 家長或合法監護人必須細閱及簽署此表格)

本人(1) 為上述參加者之家長或合法監護人, (2) 已細閱以上的免責聲明及所有有關活動的文件 (包括財務責任之條款), (3) 確認承擔有關參加者的法律責任, 及 (4) 同意本人及參加者接受以上條文的約束。]

Name of Parent/Guardian \_\_\_\_\_

Relationship with Participant \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_