

Student Waiver and Release Agreement for International Programs

I have applied for enrollment in an Off-Campus Program ("Program") offered through the International Education Center at the University of St. Thomas (the "University"). This program may be arranged by an outside organization ("Organization"). It is expressly acknowledged that I am not required to participate in the Program. In consideration of being allowed to participate, I agree to the following:

1. Policies and Procedures: I have read, understood and will abide by the applicable Policies and Procedures booklet provided with my study abroad application. I will attend all required pre-departure meetings.

2. Payment of Fees: I am responsible for any and all required payments and charges applicable to the Program. I understand the Program's cancellation policies and fees and agree to abide by them. I understand that program fees are based on current conditions and are subject to change. If I am suspended or expelled from the program for disciplinary reasons or my participation otherwise terminates for any reason, I understand that I remain subject to the cancellation policy and may be responsible for the entire program fee.

3. Disclaimer of Institutional Liability: I understand that the University does not represent or act as an agent for, and cannot control the acts or omission of, any host institution, home stay, hotel, transportation carrier, tour organizer or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. The University, its governing board, trustees, employees and agents are not responsible or liable for any injury, damage, loss, expenses, or delay which I incur as a result of my participation in the Program including, but not limited to: (1) any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or fault of any host institution, home stay, hotel, transportation carrier, tour organizer or other provider of goods or services involved in the Program; (2) any losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters or other such causes; or (3) any disruption of travel arrangements, or any consequent additional expense that may be incurred therefrom.

4. Assumption of Risk: I understand that participation in the Program involves risks not found in study on-campus at the university, these risks include: travelling to and within, and returning from, one or more foreign countries; unfamiliarity with foreign political, legal, social and economic conditions; terrorism; unavailability or sporadic availability of adequate medical assistance and health care facilities; different standards of design, safety and maintenance of buildings, public places and conveyances; risk of pandemic and possible quarantine; housing that may be located in an area that is dangerous to my health and safety; travelling to and within, and returning from one or more countries which is the subject of a U.S. State Department Travel Warning; and other risks which may be described in brochures and other written information covering the Program which I have received and reviewed. I understand that these and other risks are further described in the U.S. Department of State Consular Information Sheet and Travel Warning, accessible at <http://www.travel.state.gov/travel>. I understand that the University cannot guarantee my personal health or safety. I have made my own investigation and, knowing the dangers, hazards and risks involved in my participation in the Program, I am willing to accept these risks.

5. Release, Waiver and Indemnification of Institutional Liability: Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Program, I, on behalf of my family, heirs, and personal representative(s), agree to assume all the risks and responsibilities surrounding my participation in the Program, and in any independent research or activities undertaken in connection thereto, and forever discharge, release, waive, and covenant not to sue, the Organization, the University and its past and present governing board, trustees, officers, agents, employees and students ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever (including reasonable attorneys' fees) which I may have or which may hereafter accrue to me arising out of or related to any loss, damage, or injury, including but not limited to suffering and death that may be sustained by me or by my property, while I am in, on, upon, or in transit to or from the location of, or participating in the Program or in any

activities in connection with the Program. This Release and Waiver applies to any independent travel or optional activities that I may undertake during my Program. I further agree to indemnify and hold harmless the University and its past and present governing board, trustees, officers, employees and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent act or omission while participating in the Program.

6. Program Changes: The University and/or the Organization may, in their sole discretion, determine that circumstances at a location may require the cancellation of the Program within that country. The University will provide me with as much advance notice as it reasonably can provide of its intention to cancel the Program in which I am to participate. I also understand that the University, the Organization, and/or the on-site coordinators or the government may prematurely terminate the Program. If I leave or am suspended or expelled from the Program or my participation otherwise terminates for any reason, there will be no refund of fees already paid and I may be responsible for additional charges. If I become sick or injured, I will, at my own expense, seek out, contact and re-join the Program at its next available destination, if necessary. The University bears no liability for any losses or claims incurred by me in connection with my own early termination from the Program, or the University's termination of its participation in the Program. If I decide to remain in the location after receiving notice of the intent to terminate the Program, or decide to participate in the Program despite its cancellation, I bear complete responsibility and liability for my own care and safety. I understand that the Release in Paragraph 5 herein applies in the event I continue to participate in the Program despite the University's decision to terminate the Program.

7. Potential Travel and Accommodation Problems: I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, computer problems or other unforeseen causes. I acknowledge and understand that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such belonging and will hold the University harmless therefrom.

8. Responsibility for Medical Needs: I am aware of and responsible for all personal medical needs. I have arranged, through insurance, to meet any and all needs for payment of medical costs while participating in the Program, including the possibility of emergency evacuation and repatriation of remains. I understand and agree that:

- A. The University does not have medical personnel available at the location of the Program, during transportation, or anywhere else in connection with the Program;
- B. I am not relying on the University, the faculty, or any other University official or employee for my medical needs. The University is not responsible for attending to any of my medical or medication needs, and I assume all risk and responsibility therefor;
- C. If I require medical treatment or is required to be hospitalized during the Program, the University is not responsible for payment of any costs associated with such medical care or hospitalization;
- D. Notwithstanding the above, I authorize the University, the Organization and/or the faculty solely at their discretion to procure all necessary medical assistance and to authorize any competent medical person to do all things reasonably necessary to treat any injury or illness which occurs during my participation in the Program. I agree that the University, the Organization and the faculty have no obligation to provide for or obtain any medical treatment for me.
- E. I understand and agree that the University, the Organization and/or the faculty assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

In the event of an emergency, I authorize employees of the University to contact and release information to the emergency contact described above about any and all aspects of my participation in the Program. Such information may include, but is not limited to, information about my medical condition, my behavior while participating in the Program, and payment of expenses and other costs associated with my participation in the Program. This authorization is valid for two months beyond my participation in the Program.

9. Acceptable Conduct: I understand that each country has its own laws and standards of acceptable conduct, including (but not limited to) dress, manners, morals, politics, drug use and behavior. I recognize that behavior violating those laws or standards could harm the University's relationship with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program, either as part of the Program or independently.

I will comply with all rules and regulations issued by the University, Organization, on-site coordinators or program directors. It is within the Program director's discretion to determine that my violation of such rules and regulations warrants my termination from the Program. In that event, I may be sent home at my own expense. I agree that the University and Organization have the right to enforce their respective rules and regulations, in their sole discretion, and that they may impose sanctions, up to and including expulsion from the Program, for violation of these rules and regulations or for any behavior detrimental to or incompatible with the interests, harmony and welfare of the University or the Organization, the Program or other participants. I recognize that due to the circumstances of off-campus study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees. I also agree that I will: (a) not buy, sell or use illegal drugs at any time, (b) not engage in abusive use of alcohol, (c) participate in all classes and scheduled activities unless ill, and (d) abide by dress and cultural codes acceptable in the countries visited.

10. Photographic Likeness Release: I authorize the University and its agents to record photographs or other portraits or likenesses of me while participating in the Program on video tape, audio tape, film, photographs, or any other medium and use, reproduce, modify, distribute, and publicly exhibit such recordings, in whole or in part, without restrictions or limitations for promotional purposes. I further consent to the use of my name, voice and biographical material in connection with such recordings or photographs.

A. I release the University, its successors and assigns, and the past and present trustees, officers, employees, students and agents of each, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies and waive any right that I may have to inspect or approve the finished recordings or photographs.

B. If due to private circumstances I cannot allow the use of my likeness, I understand that I can officially notify the University of such, in writing, and that request will override this Release.

I have carefully read this Student Waiver and Release Agreement for International Programs (this "Agreement") before signing it, and I have received good and valuable consideration for signing it.

This Agreement shall be effective only upon receipt of my Program application by the University of St. Thomas, and shall be governed by the laws of the state of Minnesota, which shall be the forum for any lawsuits filed under or incident to this Agreement or to the Program.

By checking the box, I am providing my electronic signature.

If you are under 18, your parents/guardians must sign this agreement. Please print, sign and submit a copy to the International Education Center.

I, (a) am the parent or legal guardian of the above student; (b) have read the foregoing Agreement (including such parts as may subject me to personal financial responsibility), (c) am and will be legally responsible for the obligations and acts of the student as described in this Agreement, and (d) agree for myself and for the student to be bound by its terms.

Parent/Guardian Signature:

Date:

Parent/Guardian Signature:

Date:

Each of the student's parents/guardians must sign this Agreement if the student is under 18 years old. Check here _____ if the student has only one parent/guardian.

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