

Participant Agreement

1. PROGRAM ARRANGEMENTS

I understand that although the University will attempt to implement the program as described in its documentation, it reserves the right to change the program at any time and for any reason it deems sufficient to promote program objectives, safety issues or institutional needs.

2. TRAVEL AND ACCOMMODATION ARRANGEMENTS

I understand that I am expected to adapt to differences in physical accommodations that may be perceived as inconvenient or uncomfortable by U.S. standards. I further understand that changes in accommodation may be necessary in the best interest of the program or the best interest of the University. I further understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of: any host institution, a host family, other host arrangements, land transportation, air transportation, carrier, hotel or similar accommodation, tour agent, tour organizer or other provider of goods or services related to the Program. I understand that the University is not responsible for matters that are not within its direct control. I understand and agree that the University shall not be liable for any injury, loss, damage, accident, delay, expense or inconvenience arising out of any such matters. I do therefore release the University from any such liability.

3. SITE SPECIFIC ISSUES

I understand that there may be cultural, economic, political and societal factors which may impact this program and my participation. I agree to make reasonable effort to acquaint myself with these factors and to adjust my behavior accordingly.

4. COMMUNICATION REQUIREMENTS

I understand that maintaining contact with program leaders, university officials and other program participants may be very important for safety, health and emergency purposes. I agree to select and utilize appropriate and ongoing communication links with these persons. I also agree to maintain contact with my family or other support structure.

5. INDEPENDENT TRAVEL AND ACTIVITIES

I understand that neither the University, any faculty member nor any other University representative or agent is responsible for any injuries, loss or damage I may suffer when I am traveling independently before, during or after the study abroad program or am otherwise separated or absent from any University-supervised activities even if a faculty member or other University representative or agent accompanies me in any independent travel or activity not sponsored by or affiliated with the University.

I have been advised and I understand the potential risks involved in any independent travel that occurs before, during or after the program which include risks of personal injury and death, incarceration and/or property damage or loss. I hereby assume sole and full responsibility for my liberty, safety and property if I choose to engage in any such independent travel.

6. HEALTH AND MEDICAL ISSUES

- a. I understand that travel abroad may expose me to certain conditions, diseases or illnesses, including some for which immunizations may not be available. I have been counseled about all

immunizations recommended by the United States Center for Disease Control & Prevention (CDC) and I have acquired all immunizations recommended; or fully accept responsibility if I chose to not comply with recommendations by the CDC, as well as, all other available immunizations necessary for safe travel in the areas I am visiting. I agree to make reasonable efforts to acquaint myself with the health factors and issues endemic to these areas and to prepare myself accordingly for my study abroad travel and activities.

- b. I have or will secure health insurance through the University to cover my travel and study abroad activities. I understand that the University is not obligated to pay for medical treatment or hospital care in a foreign country or in the U.S. during my participation in the program. I further understand that the University is not responsible for the quality of such treatment or care.
- c. I have consulted with a medical doctor or comparable health care provider with regard to my personal medical status and needs. I certify that I am medically able and capable to participate in the program, in the activities associated with the program and in the travel incident to the program. I certify that I do not have a medical condition which would endanger the health and safety of myself and others associated with the program.
- d. I am aware of all of my personal medical needs and I certify that I am capable of and prepared to deal with those needs. I understand that the University is not obligated to attend to my medical or medication needs.
- e. I understand there are health risks associated with the program and travel activities. I further understand that the University will not be responsible for the health risks, injuries, damages or loss.
- f. I understand that in the event of an epidemic or pandemic (e.g., avian influenza), the ability of health care entities and professionals to provide services may be substantially impaired, and that other entities or institutions may be compromised in their ability to provide services I might need. I understand that the University has no control over such circumstances, and I assume the risks that may be presented in such a situation.
- g. I agree that if I am injured or become ill, the University or its agents may secure hospitalization and/or medical treatment for me, and I agree to pay all expenses related thereto. I further agree that the University or its agents may release information to other persons who may need this information to assist me or to assist others in the program.
- h. I hereby release the University from all liability for any of its actions or its agents actions related to the activities listed above.

7. SAFETY ISSUES

I understand that there are safety risks associated with the program and travel incident thereto and that the University is not responsible for such risks or injuries, damages or loss caused by them. I agree that the University shall not be liable for such injuries, damages or loss except as may be caused by the gross negligence or willful misconduct of the employees, officials or agents of the University. I further agree that the University cannot prevent other individuals or me from engaging in illegal, dangerous or unsafe activities. I therefore agree that the University shall not be liable for injury, damages or loss caused by such activities.

8. STANDARDS OF CONDUCT

- a. I understand that each foreign country has its own laws and regulations and has standards of acceptable conduct in the areas of dress, manners, morals, politics, alcohol use, drug use and

behavior. I recognize that behavior or conduct which violates those laws or standards could harm the program's effectiveness and the University's relations with those countries in which the program is located. I also understand explicitly that behavior or conduct which violates those laws or standards could harm my own health and safety as well as the health and safety of other participants in the program. I take full responsibility for my behavior and conduct and agree that the University and its agents will be released and indemnified for any claim, loss, injury or liability that may be caused by my behavior or conduct. This acceptance of responsibility and indemnification applies to my conduct and behavior whether I am or I am not under the direct supervision of the University, University agents or program officials.

- b. I agree to make reasonable and good faith efforts to become informed of all laws, regulations and standards for each country to or through which I travel during my participation. I further agree that I will abide by and comply with those laws, regulations and standards.
- c. I also agree to comply with all University rules, standards and instructions for student behavior, including but not limited to, those set forth in Appalachian State University's *Code of Student Conduct*. I further agree to comply with any supplemental rules or standards adopted by the University for the programs in which I am participating. (Please see <http://studentconduct.appstate.edu/> click on *Code of Student Conduct* for full text version of ASU's *Code of Student Conduct*)
- d. I agree that the University has the right to enforce all of the standards of conduct, rules and regulations described above. I further agree that if I violate those standards, rules or regulations, I may be sanctioned including immediate exclusion from the program. I recognize that due to the circumstances of foreign travel and foreign study programs, normally applicable procedures for notice, hearing and appeal in student disciplinary proceedings may not be practicable and therefore may not apply. I explicitly waive all claims based on alleged inadequate disciplinary procedures.
- e. If I am excluded from the program, I consent to being sent home at my own expense with no refund of tuition, fees or expenses. I further understand that I may be subject to further disciplinary, civil and/or criminal action upon my return to the University. If I am excluded from the program, I understand that I may receive failing grades for the study abroad credit.
- f. I also recognize that if my behavior is determined to be detrimental to or incompatible with the interest, harmony and welfare of the University, the program or program participants, I may be sanctioned including immediate exclusion from the program. I recognize that due to the circumstances of foreign travel and foreign study programs, normally applicable procedures for notice, hearing and appeal in student disciplinary proceedings may not be practicable and therefore may not apply. I explicitly waive all claims based on alleged inadequate disciplinary procedures.
- g. I agree that I am fully responsible for any legal problems that I may have as a result of my behavior or conduct while participating in this program. I also agree that I am responsible for any encounters that I have with any foreign government or any individual. I understand and agree that the University is not responsible for providing any assistance under such circumstances.

9. **PROGRAM CHANGES**

I understand that the program is subject to modification or cancellation because of natural disasters, political instability, insufficient participation or other causes. I further understand that if one of these

occurs, I may not have any fees or expenses refunded. I further understand that program fees and charges are based on current airfares, lodging rates and travel costs, which are subject to change and for which I am responsible. I further understand that if I leave or am excluded from the program for any reason there will not be a refund of fees paid or expenses incurred. I further agree that if I lose connections or become detached from the program group or if I become sick or injured, I will at my own expense contact and reach the program group.

10. OTHER EXPENSES OR INSURANCE

I understand that I am responsible for my own accident, travel, baggage, missed flight and life insurance coverage. I also understand that I am responsible for all debts and expenses I incur abroad other than those covered by the required program fees.

11. ACKNOWLEDGEMENT OF MY RESPONSIBILITY AND ASSUMPTION OF RISK

I fully understand that this program will expose me to many risks associated with foreign travel and participation in a program abroad. I fully accept this possibility and assume all risks associated with this program. I therefore agree to release, hold harmless, discharge and indemnify Appalachian State University, the UNC Board of Governors, the University of North Carolina, the State of North Carolina, University trustees, officials, employees, agents and volunteers from any present or future liability, claim or demand that may be asserted in connection with (a) emergencies, accidents, illnesses, injuries or other consequences or events arising from my participation in the program, (b) any cause, event or occurrence beyond the direct control of the University or its agents including, but not limited to natural disasters, wars, civil disturbances, terrorist acts or the negligence of other persons, and (c) events or occurrences caused by my behavior or conduct while traveling or participating in the program. Further, I understand and agree that this acknowledgement, discharge, release, indemnification and assumption of risk shall be binding on me, my heirs, my assigns, members of my family, my executors and administrators and my personal representatives.

12. VOLUNTARY ACKNOWLEDGEMENT

I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement; I have the right to consult with the advisor, counselor or attorney of my choice.

13. INTERPRETATION OF AGREEMENT

I agree and acknowledge that the laws of North Carolina govern this agreement and that North Carolina shall be the forum for any lawsuit, hearings or adjudications filed under or incident to this Agreement or to the program. I further agree that should any provision or aspect of this Agreement be found to be unenforceable, that all remaining provisions of this Agreement shall remain in full force and effect.

14. I AM OBLIGATED TO ENSURE THAT MY PARENTS/GUARDIAN READ THIS DOCUMENT

I will give this document to my parents/guardians. Furthermore, I authorize the University to share any other documents and/or information related to my participation in the program with my parents/guardians for the purpose of informing them about the nature of the program, the obligations I have undertaken pursuant to this Agreement, and my experience in the program. I understand that a copy of each record disclosed pursuant to this authorization must, upon request, be provided to me.



Office of International Education and Development

263 Locust Street

PSU, Suite 321

ASU Box 32083

Boone, NC 28608-2083

Tel: (828) 262-2046

Fax: (828) 262-4037

Web: www.international.appstate.edu

I have carefully read, understand and fully agree with this Agreement. This Agreement represents my complete understanding with the University concerning the University's or its agents' responsibility and liability for my participation in the program. This Agreement supersedes any previous or contemporaneous understandings I may have had with the University or its agents, whether oral or written. I represent that I am at least eighteen years of age or if not I have secured below the signature of my parents as well as my own.

Participant's Printed Name

Date

Participant's Signature

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

Parent's/Guardian's Printed Name

Date

Parent's/Guardian's Signature

Address