



Study Abroad Waiver Form

Valdosta State University

Center for International Programs

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RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND STATEMENT OF RESPONSIBILITY REGARDING STUDENT PARTICIPATION IN ACADEMIC PROGRAMS ABROAD

(This is a release of legal rights. Please read carefully before signing.)

I. ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND DANGERS

I _____ [name of student] hereby acknowledge my awareness that participation in the Academic Program entitled _____ arranged through Valdosta State University's and offered by the Valdosta State University in _____ from _____ to _____ on location in the country of _____ may expose me to a risk of property damage and bodily or personal injury, including injury that may prove fatal, to myself or others. I understand that there are certain dangers, hazards, and risks inherent in international travel and the activities included in the Academic Program and that Valdosta State University (hereinafter University) and do not assume responsibility for any such personal injuries or property damage. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Academic Program and for the University arranging said participation, I agree to assume any and all risks and responsibilities surrounding my participation in the Academic Program, the transportation, and in any independent research or activities undertaken as an adjunct thereto. I hereby assume any and all such risk and expressly acknowledge that I am not required to participate in the Academic Program.

II. RELEASE AND WAIVER OF LIABILITY

For the sole consideration of the University arranging for my voluntary participation in the Academic Program in _____, I hereby release, waive, and forever discharge Valdosta State University, the Board of Regents of the University System of Georgia, their members individually and their officers, agents or employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, resulting from or in any way connected with my voluntary participation in the Academic Program, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the Host Country where the Academic Program or any adjunct to the Academic Program occurs or is being conducted.

III. COVENANT NOT TO SUE

I further covenant and agree that for the consideration stated above, I will not sue Valdosta State University, the Board of Regents of the University System of Georgia, its members, its officers, agents or employees for any claims, demands, rights, or causes of action of whatever kind arising from or in any way connected with my participation in the Academic Program. I further agree to save and hold harmless, indemnify, and defend the University and the Releasees from any and all claims by myself or my family, estate, heirs, administrators, personal representatives, and/or assigns arising out of my participation in the Academic Program.

III. COVENANT NOT TO SUE

I further covenant and agree that for the consideration stated above, I will not sue Valdosta State University, the Board of Regents of the University System of Georgia, its members, its officers, agents or employees for any claims, demands, rights, or causes of action of whatever kind arising from or in any way connected with my participation in the Academic Program. I further agree to save and hold harmless, indemnify, and defend the University and the Releasees from any and all claims by myself or my family, estate, heirs, administrators, personal representatives, and/or assigns arising out of my participation in the Academic Program.

IV. RESPONSIBILITY FOR MEDICAL NEEDS

I hereby assure the University and the Releasees that I have consulted with a qualified medical doctor with regard to my personal medical needs such that I can and do further state that there are no health-related reasons or problems which preclude or restrict my participation in this Academic Program. I am aware of all applicable personal medical needs, as well as having arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while undertaking this Academic Program.

I agree, for the consideration stated above, that the University is not and shall not be responsible for attending to any of my medical or medication needs and that I assume any and all risk and responsibility therefore. I further agree that the Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by the Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment. I further understand and agree that if I require medical treatment or hospitalization while in a foreign country or in the United States during this Academic Program, the University, and the Releasees, do not and shall not assume any legal responsibility for payment of the costs for such treatment and/or hospitalization.

I authorize supervising personnel to obtain and provide medical treatment and/or services that I may require during the study abroad program. I authorize the host institution or the program director to communicate in emergency situations with the contact person(s) provided in my application materials.

V. UNIVERSITY DISCLAIMER OF RESPONSIBILITY

I understand that the University in no way represents, or acts as agent for the transportation carriers, hotels, and other suppliers of services connected with the Academic Program. I further understand and agree that the University, the Board of Regents of the University System of Georgia, their members individually and their officers, agents and employees are:

- A. Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any company or person engaged in providing or performing any of the services involved in this Academic Program;
- B. Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and
- C. Not responsible for any disruption of travel arrangements or any consequent additional expenses that may be incurred there from.

VI. UNIVERSITY RIGHTS AND POWERS

Valdosta State University reserves the following rights and powers:

- A. The right to cancel without penalty the offering and conduct of the Academic Program;
- B. The right to withdraw any part of the field trips and to make any alterations, deletions or modifications in the itinerary and/or academic program as deemed necessary by the University or by the program directors and/or course instructors as agents of the University;
- C. The right to assign and make changes to housing during the Academic Program, as deemed necessary by the University or by the program directors and/or course instructors as agents of the University;
- D. The right to set the starting and ending dates and times of the Academic Program and related academic events; and
- E. The right to set academic penalties for failure to attend classes, excursions, visits, and other academically related events.

VII. TRAVEL AND ACCOMMODATION DISRUPTIONS

I acknowledge and agree to 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, or other unforeseen causes. I acknowledge and understand that the University and the Releasees assume 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 belongings and will hold the University and the Releasees harmless there from.

I further acknowledge and understand that in the event I become detached from the field trip group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will bear all responsibility to seek out, contact, and reach the field trip group at its next available destination; and that I shall bear all cost attendant to contact and reaching the field trip group at its next available destination.

I fully understand that all services and accommodations are subject to the laws of the country in which they are provided.

VIII. LEGAL PROBLEMS

I acknowledge and understand that should I have or develop legal problems with any foreign nationals or government of the host country, I will attend to the matter personally with my own personal funds. The University and the Releasees are not responsible for providing any assistance under such circumstances.

IX. PARTICIPANT CONDUCT

I am aware of the behavior expected of me while participating in this Academic Program. I am aware that, as a guest in a foreign country, there is certain behavior that is unacceptable, including but not limited to: (1) Overconsumption of alcohol. A student in a publicly intoxicated state will be referred to the appropriate authorities for disposition. The serving of alcohol to someone visibly intoxicated and/or the facilitating of drinking games involving the consumption of alcohol is prohibited. (2) The possession, use, manufacture, sale or delivery of illegal or dangerous drugs is prohibited. This also includes prescription medication being used in a manner not consistent with the prescription or by someone other than the person for whom the prescription was written. (3) All forms of harassment*, intimidation, coercion, threats, sexual or relationship violence and any other forms of disorderly conduct e.g. bullying, sexual assault, stalking / cyber stalking, and terroristic threats are strictly prohibited.

(4) Disorderly conduct or breach of the peace while abroad or at any function sponsored or supervised by the University or any registered University organization is prohibited. (5) Pushing, striking, or physically assaulting any University student, faculty, administrator, staff member, or private citizen while abroad is prohibited. (6) A student in the unlawful possession of a firearm(s), as defined by either Federal or State law, on University property or at University sponsored event, such as a study abroad program, is strictly prohibited. Such unlawful possession could result in immediate arrest by the applicable law enforcement agency. The possession or use of any other weapon(s) is also prohibited and may result in an arrest. (7) No student shall possess, furnish, sell or use explosives of any kind on University property or at functions sponsored or supervised by the University or any registered University organization.

*Sexual Harassment Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when: Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment or status in a course, program or activity; Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from an educational program or activity. Examples of sexual harassment may include, but are not limited to the following: Physical Assault. Direct or implied threats that submission to sexual advances will be a condition of employment, work status, compensation, promotion, grades, or letters of recommendation. Sexual advances, physical or implied, or direct propositions of a sexual nature. This activity may include inappropriate/unnecessary touching or rubbing against another, sexually suggestive or degrading jokes or comments, remarks of a sexual nature about one's clothing and/or body, preferential treatment in exchange for sexual activity, and the inappropriate display of sexually explicit pictures, text, printed materials, or objects that do not serve an academic purpose. A pattern of conduct, which can be subtle in nature that has sexual overtones and is intended to create or has the effect of creating discomfort and/or that, humiliates another. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history that does not serve a medical or academic purpose.

Any violation of a local ordinance, provincial, or _____ (name of the country) law, on or off-campus, constitutes a violation of the Student Code of Conduct and is prohibited. Such violations will result in the immediate dismissal from the program and the student will be sent home at his or her own expense.

I am aware that any of the infractions listed above could lead to possible disruption, up to and including termination, of my participation in the Academic Program. I assure the University and the Releasees that I shall act in an appropriate manner at all times. Such behavior shall include time when in the company of other Academic Program members and when I may be physically separated from Academic Program members. **If my behavior results in my expulsion from the home-stay accommodation, my participation in the program will be terminated immediately and I will be sent home at my own expense.**

I agree that I shall be subject to the supervision and authority of personnel at the host institution and to the standards of conduct stipulated by those supervisors. I further acknowledge that the host institution or program director have the authority to make decisions regarding the continued participation of any individual in the program whose conduct may necessitate disciplinary action.

X. TRAVEL RISKS

I understand that, while Valdosta State University makes an evaluation of the potential risks of travel to certain areas, the decision to participate in international study is ultimately my own. I hereby certify that I have viewed and will continue to monitor the Department of State's current information about my destination, including travel warnings and alerts, located at http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html and that I have familiarized myself with the refund policies for my program.

I understand that during free time within the period of the program and after the period of the program I may elect to travel independently at my own expense. I agree to inform supervising personnel of my travel plans and understand that neither the host institution, VSU, nor program staff are responsible for me while I am traveling independently during such free time.

XI. GOVERNING LAWS; FORUM; SEVERABILITY

I agree that this Agreement shall be construed in accordance with the laws of the State of Georgia, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Academic Program. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby. I further understand that acceptance of this signed agreement by the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by said Board, its members, officers, agents, and employees.

I acknowledge and represent in signing this Agreement that I have become fully informed of the content of this Agreement by reading it before signing it. By signing this Agreement as my own free act and deed, I confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. I expressly intend that all provisions of this Agreement shall bind the members of my family, my spouse, my estate, my heirs, administrators, personal representatives, and/or assigns.

I state that I am at least eighteen (18) years of age and fully competent to sign this Agreement.

This the _____ day of _____, 2014

STUDENT/PARTICIPANT

WITNESS

Signature

Signature

Printed Name

Printed Name