

Student's Full Name: _____ Student ID #: _____

Study Abroad Program: _____ Term/Year _____

STUDY ABROAD AGREEMENT

I, _____ am a student at Elizabethtown College (the "College") and have agreed to participate in one of the College's Study Abroad Programs (the "Program") during (term/year) _____. I am not required to participate in the Program. My participation is wholly voluntary. In consideration of the College's agreement to permit me to participate in the Program, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

- 1. Recognition and Acceptance of Risks of Study Abroad:** I understand that participation in the Program involves risks not found in study at the College. These risks include: traveling to and within, and returning from, one or more foreign countries, foreign political, legal, social, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; different standards for and availability of medical and health care; and other matters which may be described in the brochures and other written information concerning the Program which I have received and reviewed. I have made my own investigation and am willing to accept these risks.
- 2. Promise to Adhere to Instructions:** Because of the risks and dangers of participating in this program, I recognize the importance of following instructions and agree to follow such instructions and act in the safest possible manner while involved in this program and any related activities. *By signing this waiver, I verify that I have read, understood, and agreed to abide by all terms stated in the College's 'Study Abroad Policies'.*
- 3. Release of Responsibility and Indemnification:** *I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to release, hold harmless, and indemnify the College, its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program and/or any travel incident thereto.*
- 4. Health Insurance Policy:** I represent and warrant that I will be covered throughout the program and throughout my absence from the United States by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I sustain or experience while abroad, including emergency medical evacuation and repatriation of remains. I hereby release and discharge the College of liability for any injuries, illnesses, medical bills, charges or similar expenses I incur while I am abroad. My policy is with _____ and my policy number is _____. *I agree to report to the College's Center for Global Citizenship any physical or mental condition I have that may require special medical attention or accommodation during the program at least thirty (30) days prior to departure.*
- 5. Insurance for Risk Sports and Activities:** Further to the above statement, I hereby agree to take out any additional insurance necessary for risky sports or activities in which I may engage during my overseas stay, including rock climbing, whitewater rafting, hang gliding, sky diving, bungee jumping, caving, scuba diving, skiing or any similar activities which may involve risk of serious injury or death. I understand that most health insurance policies do not cover risky activities and I take full responsibility for purchasing additional coverage if I choose to participate in such activities.
- 6. Changes in Program Arrangements:** I understand that although the College and/or program provider will attempt to maintain the Program as described in its publications and brochures, it reserves the right to make changes to the Program, including the itinerary, travel arrangements or accommodations, at any time and for any reason, with or without notice, and that neither the College, nor the employees and agents of the College, shall be responsible or liable for any loss whatsoever to participants by reason of any such cancellation or change. The College is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the participant or the College makes a flight arrangement. Any additional expense resulting from the above will be paid by the participant. The College reserves the right to substitute hotels or accommodations or housing of a similar category at any time.
- 7. Cancellation of Program:** The right is reserved by the College, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the College's sole discretion, to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States, if the College determines or believes that any person is or will be in danger if the program or aspect thereof is continued. Details of financial compensation, if applicable, are outlined in the College's 'Study Abroad Policies.'
- 8. Health and Safety Risks:** I understand that, although the College has made every reasonable effort to assure my safety while participating in the Program, there are unavoidable risks in travel overseas, and I hereby release and promise not to sue the College, or the employees and agents of the College, for any damages or injury (including death) caused by, deriving from, or

associated with my participation in the Program, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the employees or agents of the College.

9. **Standards of Conduct:** I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior violating those laws or standards could harm the College's relations 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. I will comply with all rules and regulations issued by the College, program directors, or any coordinating institution. It is within the program director's or Center for Global Citizenship 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 College has the right to enforce its rules and regulations, in its sole judgment, and that I will be subject to sanctions, up to and including expulsion from the Program, for violating these rules and regulations or for any behavior detrimental to or incompatible with the interests, harmony, and welfare of the College, the Program, or other participants. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the College 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 suitable in the countries visited.**
10. **Independent Activity:** Although the College and/or program provider is sponsoring this course, I understand that neither the College, the program provider, nor any of the faculty directors or travel arrangers will be supervising me at all times. I will have the opportunity and the right to independently leave the host program periodically, subject to the program provider's or resident director's requirements for participation in and attendance at classes and other activities that are a required part of the Program. Therefore, I will be responsible for my own safety and cannot hold the College liable for any injuries to my person or property or any other losses.
11. **Early Departure:** If I decide to leave the Program before completing my course of study, I will provide the College with advance written notice of my intention to leave the Program. If I leave the Program prior to its completion, the College has no liability to provide or arrange for transportation, housing, dining or other services to me in connection with my early departure.
12. **Institutional Arrangements:** I understand that the College does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that the College is not responsible for matters that are beyond its control. I hereby release the College from any injury, loss, damage, accident, delay, or expense arising out of any such matters.
13. **Dismissal from Program:** The College reserves the right to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the College, I understand that I may be required to leave the program at the sole discretion of the College's representatives and agents, and may be referred to the appropriate College officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the Program and my return costs to the US will be my own responsibility.
14. **Waiver of FERPA Rights:** I authorize and consent to the release of information in accordance with the Family Education Rights and Privacy Act (FERPA) for the duration of the Program. Such information includes serious illness, accident, disappearance, failure to show academic progress, or any other situation warranting the concern of the Program leader(s), host institution, host family, or the College. I release the College from any and all liability that may result from the College's compliance, or attempts to comply, with this authorization.
15. **Legal Procedures:** I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such adjudication will occur, irrespective of any international law principles or treaties of the United States or any foreign country, in the courts of, and be determined by the laws of, the Commonwealth of Pennsylvania in which Elizabethtown College and its agents are situated. I further agree and consent to the jurisdiction of the Lancaster County Court of Common Pleas as the exclusive jurisdiction and forum for any such disputes. I agree that if any portion of this Agreement is held invalid by a court of competent jurisdiction, that any other provision of this Agreement shall continue in full legal force.
16. **Statement of Current Standing:** I represent that I am at least eighteen years of age or, if not, that I have secured below the signature of my parent or guardian as well as my own. I also verify that I am not currently on academic or disciplinary probation.

In signing this document I acknowledge that I have had an opportunity to ask any questions I have about this document, that I have read it, that I understand it, that I have signed it knowingly and voluntarily, and that I accept and intend to be legally bound by its terms.

Signature: _____

Date: _____

Print Name: _____