

Columbus State University Study Abroad

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND COVENANT NOT TO SUE

STATEMENT OF RESPONSIBILITY REGARDING STUDENT PARTICIPATION IN STUDY ABROAD PROGRAMS

Center for Global Engagement
Board of Regents of the University System of Georgia
by and on behalf of Columbus State University
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***RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND COVENANT NOT TO SUE***

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

I. ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND DANGERS

I hereby acknowledge my awareness that participation in the Study Abroad Program arranged through Columbus State University (CSU) and offered by CSU may expose me to a risk of property damage and bodily

or personal injury, including injury that may prove fatal. I understand that there are certain dangers, hazards, and risks inherent in international travel and the activities included in the Study Abroad Program and that CSU does 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 Study Abroad Program and for CSU arranging said participation, I agree to assume any and all risks and responsibilities surrounding my participation in the Study Abroad Program, the transportation, and in any independent research or activities undertaken as an adjunct thereto.

II. RELEASE AND WAIVER OF LIABILITY

For the sole consideration of CSU arranging for my voluntary participation in the Study Abroad Program, I hereby release, waive and forever discharge the Board of Regents of the University System of Georgia by and on behalf of CSU, its members, 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 (physical, mental, or emotional), property damage, or the consequences thereof, resulting from or in any way connected with my voluntary participation in the Study Abroad Program while in, on, upon, or in transit to or from the Host Country where the Study Abroad Program or any adjunct to the Study Abroad 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 the Releasees for any claims, demands, rights, or causes of action of whatever kind arising from or in any way connected with my participation in the Study Abroad Program. I further agree to save and hold harmless, indemnify, and defend 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 Study Abroad Program.

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

Signature of Participant

909 #

Printed Name of Participant

Date

STATEMENT OF RESPONSIBILITY REGARDING STUDENT PARTICIPATION IN STUDY ABROAD PROGRAMS

I. RESPONSIBILITY FOR MEDICAL NEEDS

I hereby assure 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 (physical, mental, or emotional health) which preclude or restrict my participation in this Study Abroad 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 Study Abroad Program.

I agree that the Releasees are 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 Study Abroad Program, 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.

II. UNIVERSITY DISCLAIMER OF RESPONSIBILITY

I understand that CSU in no way represents, or acts as **agent** for the transportation carriers, hotels, and other suppliers of services connected with the Study Abroad Program. I further understand and agree that the Releasees are:

- A. Not responsible or liable for any injury (physical, mental, or emotional), 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 Study Abroad Program;
- B. Not responsible for losses or expenses due to sickness (physical, mental, or emotional), natural disasters, political demonstrations, or other unforeseen causes; and
- C. Not responsible for any disruption of travel arrangements or any consequent additional expenses that may be incurred there from.

III. UNIVERSITY RIGHTS AND POWERS

CSU reserves the following rights and powers:

- A. The right to cancel without penalty the offering and conduct of the Study Abroad Program; See Appendix A in relation to COVID-19 policies;
- B. The right to withdraw any part of the field trips and to make any alterations, deletions or modifications in the itinerary and/or Study Abroad Program as deemed necessary by CSU or by the program directors and/or course instructors as agents of CSU;
- C. The right to assign and make changes to housing during the Study Abroad Program, as deemed necessary by CSU or by the program directors and/or course instructors as agents of CSU;
- D. The right to set the starting and ending dates and times (before or after the program physically goes abroad) of the Study Abroad 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.

IV. 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, sickness (physical, mental, or emotional), natural disasters, political demonstrations, or other unforeseen causes. I acknowledge and understand that 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 Releasees harmless there from.

I further acknowledge and understand that in the event I become separated from participants in the program, 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 participants in the program at its next available destination; and that I shall bear all cost attendant to contact and reaching the participants in the program 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.

V. 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. CSU is not responsible for providing any assistance under such circumstances.

VI. PARTICIPANT CONDUCT

I am aware of the behavior expected of me while participating in this Study Abroad Program. I am aware that as a guest and traveler in a foreign country, **I must comply with the laws of that country, that my violation of such laws could subject me to expulsion from the country, the imposition of fines, temporary confinement, or imprisonment, and that in such circumstances, the Releasees are not responsible for the coordination or provision of legal services to address any alleged violations.**

I am also aware that under CSU's Student Handbook, there are certain behaviors that are unacceptable, including but not limited to:

- (1) Students who travel in an official capacity by participating in a Study Abroad program are bound by the legal drinking age of the respective countries in which they are traveling, but in all other respects the Student Handbook policy applies. Cases of excessive drinking, as determined by the Program or Site Director who facilitates the Study Abroad program, may result in an automatic first offense warning. Further, sanctions while students are traveling abroad may be determined by the Center for Global Engagement and/or the Dean of Student Affairs. In addition, a student in a publicly intoxicated state will be referred to the appropriate CSU 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 CSU 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, national, State or local 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 CSU or any registered University organization.

Any violation of a local ordinance, provincial, or national laws of the host country or countries law, on or off-campus, constitutes a violation of the CSU Student Handbook and is prohibited.

I understand that I may be removed from the program prior to program completion if my behavior does not comply with the CSU Student Handbook. I further understand that I will be responsible for any and all costs incurred as a result of removal from the program. In addition, I understand that my removal from the program will result in my not completing the program's class(es) with the consequent effects on my grade(s).

I hereby agree that the program director will make the final determination regarding my participation in the program if my behavior warrants disciplinary action on the home campus at any time prior to program completion, examples of disciplinary action include, but are not limited to, incident reports that are filed with the campus police and/or with the Office of Student Affairs.

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 Study Abroad Program. I assure CSU that I shall act in an appropriate manner at all times. Such behavior shall include **time** when in the company of other Study Abroad Program participants and when I may be physically separated from Study Abroad Program participants. **If my behavior results in my expulsion from the home-stay or other accommodations, my participation in the program will be terminated immediately and I will be responsible for returning to the United States 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.

VII. **TRAVEL RISKS**

I understand that, while CSU makes an evaluation of the potential risks of travel to certain areas, the decision to participate in study abroad 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 <https://travel.state.gov/content/passports/en/alertswarnings.html> and that I have familiarized myself with the standard 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 through the CSU Travel Registry and understand that neither the host institution, CSU, nor program staff are responsible for me while I am traveling independently during such free time.

VIII. 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 Study Abroad 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 Releasees 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 its content 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 and confirm that I am at least eighteen (18) years of age and fully competent to sign this Agreement.

Signature of Participant

Date

Printed Name of Participant

APPENDIX A:

Assumption of the Risk, Hold Harmless, Release and Waiver of Liability Agreement Relating to Coronavirus/COVID-19

(Study Abroad Participant)

**THIS DOCUMENT IS A RELEASE OF LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY.
IF YOU ARE UNDER 18, THIS FORM MUST BE SIGNED BY YOUR PARENT OR GUARDIAN BEFORE PARTICIPATING IN A STUDY ABROAD PROGRAM.**

On March 11, 2020, the World Health Organization officially characterized the Coronavirus / COVID-19 as a pandemic. COVID-19 is **highly contagious** and is **spread mainly from person-to-person contact**. As a result, federal, state, and local governments, as well as federal and state health agencies require social distancing and have prohibited or limited the congregation of groups of people.

Columbus State University (CSU) has instituted preventative measures to reduce the spread of COVID-19 on CSU's campuses and relating to study abroad program's abroad. CSU is unable, however, to guarantee that YOU will not become infected with COVID-19 as a result your participation in a CSU-related activity. Further, participation in a CSU-related activity could **increase** YOUR risk of contracting COVID-19.

TERMS OF AGREEMENT

By signing this agreement, YOU acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that YOU may be exposed to or infected by COVID-19 while attending or participating in a CSU-sponsored study abroad program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. YOU understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of YOURSELF, and others, including, but not limited to, CSU employees, volunteers, program participants, and others abroad. YOU understand that all local laws and guidelines must be followed while abroad.

YOU voluntarily agree to assume all of the risks described in the above paragraph and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, liability, or expense, of any kind, that YOU may experience or incur in connection with YOUR attendance and participation in the study abroad program ("Claims").

Accordingly, YOU as a condition of attending or participating in a CSU-sponsored study abroad program, hereby release, covenant not to sue, discharge, and hold harmless the Board of Regents of the University System of Georgia, by and on behalf of Columbus State University, its employees, agents, representatives, and assigns ("the Releasees"), of and from the Claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating thereto.

YOU understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether a COVID-19 infection occurs before, during, or after participation in any CSU-sponsored study abroad program.

In addition to the policies outlined in this agreement and the CSU Code of Conduct, there will be special policies, different expectations, and new rules in place on your program and in your host environment, as a result of COVID-19. By Signing below the participant agrees to the following:

- You agree to abide by all local, regional, and national rules and regulations currently in place, at the time of travel, to contain the spread of COVID-19.
- You may be required to wear a mask in certain situations or in certain countries.
- You may be asked to actively participate in social distancing measures.
- You may be required to have your temperature checked at regular or irregular intervals.
- You may be asked to check your own temperature regularly.
- You may be required to move out of your housing with little notice.
- You may be asked to move into alternate housing for the duration of your program.
- You may not be allowed to have any visitors in your housing at any time.
- Parties, social engagements, and group outings may be prohibited.
- Housing maintenance requests may take longer than normal to fulfill, or may be impossible to fulfill.
- Your ability to travel, during free time, may be limited.
- Engaging in certain activities, or attending certain events, especially those with large crowds may not be allowed.
- Using certain forms of transport may be prohibited.
- You may be required to quarantine or self isolate.
- You may be required to stay in your accommodations if feeling ill for an indefinite period of time.
- You may be asked to pay for quarantine, or self isolation, if required.
- You may find that your host community is suddenly on lockdown and you are not permitted to leave your housing.
- You may find that classes are suspended, or moved to an online format with little notice.
- You may be asked to participate in contact tracing.
- You may be required to travel with certain documentation.
- You may not be able to leave on the scheduled departure date.
- You may be required to quarantine upon arrival back in the USA after the end of your program.
- You may need to have COVID tests or antibody tests.
- Staff may not be able to assist you, in person, at times.
- If you have been in contact with people traveling from high risk areas of the world, you may not be allowed to join in program activities, including in-person academics for a period of time.

Signature of Participant

Date

Print Name of Participant