

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, 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

Date

Printed Name of Participant

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 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, 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, 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.

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;
- 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 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, or sickness, weather, strikes, 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 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.

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.

*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 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 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, 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

If you are under eighteen (18) years of age, you must print and co-sign this document with your parent or guardian. In addition, the instructor leading the study abroad program must sign the document so they are aware of the additional responsibilities as the program director. Then you must bring the legal document to the Center of Global Engagement in Schuster 117 for review.

I understand that by signing this agreement, I am signing a legal document. I acknowledge that I am aware of the possible risks and responsibility involved with participating in a study abroad program while being under eighteen (18) years of age.

Applicant Name:

Date Signed:

Applicant Signature:

Parent/Guardian Name:

Date Signed:

Parent/Guardian Signature:

Program Director Name:

Date Signed:

Program Director Signature:
