



ARKANSAS STATE UNIVERSITY
STUDY ABROAD PARTICIPANT AGREEMENT

I, _____, am a student at Arkansas State University and plan to participate in the _____ program from _____ until _____. In consideration of permission to participate in the (beginning date) (ending date) program, I hereby agree and represent that:

1. PROGRAM ARRANGEMENTS

I agree to release any and all records and transcripts held by Arkansas State University or other institutions to the Study Abroad Office for my participation on a Study Abroad program. I give the Study Abroad Office permission to send university records and transcripts of my academic work to program providers and host institutions as needed.

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. I further agree to follow the Study Abroad Risk and Emergency Management Procedure

while abroad.

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 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.

6. HEALTH AND MEDICAL ISSUES

a. I understand that travel abroad may expose me to certain conditions, diseases, or illnesses, including some for which inoculations or immunizations may not be available. I have or will acquire all immunizations recommended by the U.S. Center for Disease Control and all other available inoculations 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 Study Abroad 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 with would endanger the health of 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. In conducting Study Abroad Programs, Arkansas State University makes every effort to protect the welfare and safety of the participants. I understand that 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 beyond its direct control.

f. I understand that in the event of an epidemic or pandemic (e.g., avian influenza, Ebola, zika), 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. I further agree that, if my condition so requires, I may be returned to the United States, at my expense.

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 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.

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 Arkansas 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 <https://www.astate.edu/a/student-conduct/student-standards//> for full text version of A-State'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, or program or program participants, my acceptance of responsibility, my waiver of process, and my consent of being sent home also apply if I engage in such detrimental or incompatible behavior.

g. I agree that I am fully responsible for any legal problems that I have. 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 be no 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 of risk and assume all risks associated with this program. I therefore agree to release, hold harmless, discharge and indemnify Arkansas State University or *any cooperating institution and their officers, employees, agents, and volunteers* from any and all present or future liability, claim or demand that may be asserted in connection with (a) emergencies, accidents, illnesses, injuries, death 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, hold harmless agreement, 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 Arkansas govern this agreement and that Arkansas 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.

I hereby certify that to the best of my knowledge, the information furnished in this application is true and complete. I also certify that all portions of the application were written and submitted by me, and that no one else has completed this application on my behalf. I understand that if found to be otherwise, it is sufficient cause for refusal or dismissal.

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.

Printed Name of Student

Student Signature

Date

Parent's or Guardian's Signature (only if student is under 18)

Date