

ST. JOHN FISHER COLLEGE

Foreign Study

Waiver of Liability and Statement of Responsibility Agreement

This Waiver of Liability and Statement of Responsibility Agreement forms an agreement among St. John Fisher College (the “College”) and the Student and parent/guardian executing below. Whenever the terms “you” or “your” are used in this Agreement, they refer to the Student and/or parent/guardian, as the context requires. Study Abroad Programs, as used herein, includes any overseas academic program sponsored by the College or program approved by the College in collaboration with an international host organization or organizations including exchange programs, short-term travel trips and international internships and co-ops.

The Student will not be permitted to participate in any Foreign Study Program, while a matriculated student of the College, unless this Agreement is executed by both the Student and the Student’s parent/guardian. If you should have any questions concerning this Agreement or participation in any study-abroad program, please contact Dr. Terry May, Director of Foreign Study at the College at (585) 385-8215.

This Agreement is not meant to provide exhaustive advice with respect to any specific Foreign Study Program. Students and their parent/guardian are strongly urged to seek such information on their own, especially at times like these when Americans are potential targets of violence at home and abroad.

ACADEMIC AND FINANCIAL MATTERS

Admission. The Student must qualify for admission to a Foreign Abroad Program by satisfying all educational requirements, including, but not limited to, the GPA requirements for the College and any Foreign Study Program, and the payment of applicable tuition and fees relevant to the Foreign Study Program.

Release of Information. You give permission to the College to obtain and release information to the host institution or third party agency as is appropriate to your application and participation in the Foreign Study Program including, but not limited to, the following: letters of recommendation, permanent academic records, and other similar records for the purposes of placement, participation, continuation or termination.

Program Participation. You understand that your participation in any Foreign Study Program is contingent on you maintaining all eligibility requirements prior to and during the period of the Study Abroad Program. If eligibility is not maintained, the College or the host institution may terminate your participation in the Foreign Study Program. In addition, the Student is required to attend the mandatory orientation meeting organized by the College before participating in any Foreign Study Program.

Academic Expectations. The Student will enroll in the required number of credit hours (or equivalent) to maintain both good academic standing while participating in the Foreign Study Program and the visa or entry clearance requirements for the host country. The Student understands that course prerequisites required by the College and the host institution must be met and that course registration at the host institution is based on availability of offerings and cannot be guaranteed. Transfer credit for any Foreign Study Program will not be granted until the College receives both an official written evaluation of the program by the student and official acknowledgement of completion of your Foreign Study Program. Such acknowledgement must be in the form of an official transcript or similar document.

Program Changes. You understand and agree that any information about a particular Foreign Study Program provided by the College is based on the best information and belief and is descriptive only. The College has the right, in its sole discretion, to cancel or change any Sponsored Program at any time and require that all participants return to the United States if the College determines or believes that any student is or will be in danger if the program is continued.

Tuition, Fees, And Refunds. You understand that you will pay the advertised program fee to the College. In addition, you will also pay a \$300 study abroad fee. In addition, you understand that you are responsible for other costs associated with the Foreign Study Program including, but not limited to, airfare, train fare, room surcharges for single rooms, housing deposits, visa or passport costs, cell phones, travel and personal expenses. You also understand that all program expenses and financial obligations are your responsibility and must be paid during regular College billing cycles. You understand that the College assumes no responsibility or liability for any delays, changes or dishonors in travel arrangements, including additional expenses incurred by the Student related to such delay, change or dishonor regardless of whether the College makes the travel arrangements. You are responsible for paying any additional expenses resulting from any operating or itinerary changes.

You understand that no refunds for program charges will be made after the final withdrawal date as determined by each Study Abroad Program. Please contact Dr. Terry May, Director of Foreign Study at the College at (585) 385-8215 for more information regarding the final withdrawal date for specific programs. Withdrawal, departure or dismissal from any program prior to its formal completion will result in forfeiting any deposits or payments and will require that you pay all costs incurred. You understand and agree that if the Student withdraws, departs or is dismissed from a program after the program begins, the Student will not be eligible for any academic credits associated and may face disciplinary action from the College.

MEDICAL, HEALTH AND INSURANCE MATTERS

Health Insurance. You understand that you are required to maintain adequate health, accident, disability, hospitalization and travel insurance during the enrollment period of the Study Abroad Program. You are responsible for filing and negotiating all insurance claims directly with your insurance company or companies in the event necessary as well as the payment of any out-of-pocket health care related expenses you may incur while overseas. You should verify whether your policy will cover you while you are overseas, many policies do not; and whether your coverage includes

repatriation insurance in the event that you need to return to the United States due to a medical emergency. You must provide evidence of sufficient health insurance to the College before your enrollment in the Foreign Study Program can be approved.

Emergency Medical Treatment. The Student and parent/guardian grant the Releasees (as defined in this Agreement) permission to authorize emergency medical treatment for the Student, as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. The Student and parent/guardian 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. Releasees may contact the Student's parent/guardian or other designated emergency contact, and disclose otherwise confidential or private information, including, but not limited to, medical information if such disclosure is necessary or desirable in order to assist or resolve an emergency involving the Student while on a Study Abroad Program.

You assume full responsibility for payment of medical expenses not covered by your insurance incurred as a result of the Student's involvement in the Program.

Special Accommodations. If you intend to seek special accommodations in order to participate in a Study Abroad Program, you agree to make such requests to the Foreign Study Office at the time the Student's application for the Foreign Study Program is submitted. You also agree to comply with all College policies and processes relating to accommodation requests. You understand that failure to provide information in a timely manner may delay or prevent the College from providing reasonable accommodations where necessary.

Fitness for Program. Both the Student and parent/guardian warrant that the Student is physically and mentally fit and in a condition that will allow the Student to participate fully in the Study Abroad Program. You understand that the Releasees (as defined in this Agreement) have not made, nor will make, any investigation into the Student's fitness or the ability of the Student to participate in the Study Abroad Program, and Releasees are relying on your warranty concerning Student's physical and mental condition.

Life Insurance. The College also recommends all students be covered by life or casualty insurance while abroad. Again, you should check to see whether your current policy will cover you while you are overseas. The College does not provide such insurance.

Personal Property Insurance. The College also recommends that participants in study-abroad programs insure their personal property from loss or theft.

GENERAL MATTERS

Personal Conduct. The Student agrees to conform to all applicable rules, regulations and policies of the College's Code of Conduct, the host institution, the host country, and any third party agency. Violation of these laws, policies and procedures may require the Student to leave the program at the Student's own expense. Any violations of the College's Code of Conduct or Program policies and

regulations, particularly alcohol and drug related, will be communicated to the Dean of Students at the College and may affect the Student's disciplinary standing at the College upon my return.

You understand that the College has the right to withdraw a student from a program at any time because of violation of such rules, disruptive behavior, academic reasons, or for conduct that could bring the College into disrepute or legal jeopardy. Such decisions will be final and no refund will be made. You will not hold the College liable for any claims incurred by reason of failure or refusal to conform to the requirements or policies.

Legal Responsibilities. You understand that you must comply with the laws and appropriate cultural conduct of the countries you are visiting. You agree to conduct yourself in a manner that will comply with the regulations of the host institution, program administrator(s), and the College. If you experience legal problems with any foreign nationals or governments, you will attend to the matter personally with your own personal funds. The College is not responsible for the defense of a participant accused of a violation of the laws of the host country and is not responsible for the payment of any fines or other penalties resulting from such violations.

The manufacture, distribution, possession, use or sale of controlled substances as defined by New York State law, federal law, and the laws of the host country is prohibited during study abroad. Students will be directly subject to the laws and legal procedures of the host country regarding the use, possession, and distribution of illegal drugs, which may differ from New York State and federal laws. Students should also be aware that laws relating to the possession and consumption of alcoholic beverages and other conduct may differ from New York State and federal laws, and are responsible for ascertaining the lawful age for the possession and consumption of alcoholic beverages in their host country and for compliance with local laws and customs.

Responsibility During Free Time. You understand that during free time within the period of the Foreign Study Program or before or after the period of the Foreign Study Program you may elect to travel independently at your own expense. If you choose to travel after the completion of the Foreign Study Program, you understand that any obligations of the College shall cease. If you choose to travel prior to or during the Foreign Study Program period, you agree to inform the College of your travel plans and understand that the College is not responsible for you during non-program related travel. You understand that any risky activity or travel in which you choose to become involved outside of the Foreign Study Program will be at your own expense and risk. While College employees may provide participants with information regarding extra-curricular activities or travel, this in no way represents an endorsement by the College of those activities or destinations.

Family Involvement. You understand that it is your responsibility, to provide your parents/guardians/significant others with important information about your involvement in any program and/or travel. You give permission to the College to share information with your parents or guardians as necessary for your health and safety in the sole judgment and discretion of the College.

Use Of Photographs Or Written Reports: You authorize and agree to the reasonable use by the College of any photographs that may be taken of any aspect of the program and may include your image, as well as any written comments or reports submitted to the College by you.

ASSUMPTION OF RISK

You understand that participation in a Foreign Study Program entails inherent risks, including, but not limited to, risk of cancellation of a program due to safety concerns or circumstances beyond the College's control, or other risks described in this Agreement. You have been given the chance to ask questions concerning the Agreement and all such questions have been answered to your satisfaction. Having read this Agreement, both the Student and parent/guardian are fully aware of the risks and hazards associated with Foreign Study Programs, and hereby consent to the Student's involvement in such program(s). The Student and parent/guardian voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that the Student and/or parent/guardian sustain arising from the Student's involvement in the Foreign Study Program, whether caused by the negligence, including the sole negligence, of the College, its officers, trustees, agents, employees or volunteers or otherwise (the "Releasees").

RELEASE AND INDEMNIFICATION

The Student and parent/guardian agree not to sue the Releasees and release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever which the Student and/or parent/guardian may have arising out of any loss, damage, or injury, including death, that may be sustained by the Student and/or parent/guardian, or to any property belonging to the Student, arising from the Program or while upon the premises where the Program is being conducted, whether caused by the negligence, including the sole negligence, of the Releasees or otherwise.

The Student and parent/guardian agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or costs, including court cost and attorneys' fees, that the Releasees may incur arising from the Student's involvement in the Program, whether caused by the negligence of the Releasees or otherwise.

MISCELLANEOUS

It is the express intent of the Student and parent/guardian that this Agreement shall bind them, the members of their family and spouse (if any), their estates, heirs, administrators, assigns or personal representatives.

The Student and parent/guardian agree that this Agreement and any claim arising from participation in a Foreign Study Program shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws provision. The courts in Monroe County shall be the forum for any lawsuits arising from the Foreign Study Program or incident to this Agreement. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof and are for convenience only. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

Dated: _____

ST. JOHN FISHER COLLEGE

By: _____

Name:

Title:

In signing this Agreement, I acknowledge that I have read it and the Foreign Study Orientation Package, understand them, and agree to be bound by their terms. I also acknowledge that I have received copies of the appropriate Foreign Study Program orientation materials from the Foreign Study Office at St. John Fisher College or the sponsoring organization and I agree to read and abide by the guidelines, rules, and procedures described and outlined in those orientation materials.

I agree to complete all the academic work required by my program or host institution before the end of my study abroad term/semester/session, or academic year, whichever is applicable, and to remain on site until that date. I understand that the only exception to the foregoing may be earlier departure in the event of a medical or personal emergency, or in the event that I have completed all my examinations within a stated examination period at the end of the term/semester/session or academic year, and have received permission for an early departure from St. John Fisher College's Foreign Study Office or the program's resident director.

I further acknowledge that I am the parent or legal guardian of the Student and that I sign this Agreement voluntarily.

Name of Student (printed)

Signature

Date

Name of Parent or Guardian (printed)

Signature

Date

**THIS IS A RELEASE OF LEGAL RIGHTS.
READ AND UNDERSTAND BEFORE SIGNING**