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UNIVERSITY OF Cincinnati

Name: **Student ID: M** **Date**

STATEMENT OF RESPONSIBILITY AND AUTHORIZATION TO PARTICIPATE IN THE UNIVERSITY OF CINCINNATI EDUCATION ABROAD PROGRAM

I have agreed to participate in the University of Cincinnati's Education Abroad Program titled_____ (hereinafter "the Program") in _____ (Country) from _____ (starting date) through _____ (ending date). I understand and acknowledge that my participation in the Program is wholly voluntary. The University of Cincinnati (hereinafter "University") has agreed to allow me to participate in the program and I, in turn, agree to the following:

1) UNDERSTANDING AND ASSUMING RISKS WHEN TRAVELLING ABROAD

a) I understand and acknowledge that living and traveling to and within, and returning from a country other than the United States involves risks, dangers, and hazards not generally found at the University, including but not limited to (1) air travel and all other types of transportation, including independent travel decisions to and from social, cultural and programmatic events, which could result in damage to property, injury to persons, or death; (2) political, legal, social, and economic conditions that are different than those applicable in the United States and that can change in an unpredictable manner; (3) differing standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances; (4) varying quality and availability of sanitation, housing, and medical care; and (5) the potential for loss of property, personal injury, or death due to war, terrorism, crime, civil unrest, kidnapping, illness, public health risks diseases, accidents, and/or violence. In addition, I understand and acknowledge that participation in certain dangerous activities may cause me to face an increased risk of injury or death.

b) I understand that the general condition and standards of living arrangements, including building safety, may be below that which I have experienced in the United States. Further, I understand that as a result of living and traveling to an from major international cities, I may experience problems associated with urban living, such as increased crime, pollution, and high population density and that women, in particular, may experience unique difficulties as a result of the customs and standards of the foreign country and/or distorted stereotyped images that people of other countries may have acquired.

c) I understand and acknowledge that I am responsible for reading the Education Abroad Handbook, which has been drafted and made available to me by the University of Cincinnati, and that this information is incorporated and made part of this Agreement, and I am responsible for attending all mandatory orientation programs before departure. Applicable current travel advisories and travelers' health information issued by the U.S. Department of State and the Center for Disease Control information materials can be found at the following Internet site addresses, **http://travel.state.gov/** and **www.cdc.gov/travel/index.htm**, and should be consulted and reviewed before departure. Further, I have made my own investigation and I am willing to accept the risks, hazards, and dangers inherent in international travel and the activities included in the Program.

d) I understand and acknowledge that the University does not represent nor 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 related to the Program.

e) I understand and acknowledge that the **UNIVERSITY IS NEITHER RESPONSIBLE NOR ACCEPTS LIABLITY** for matters that are beyond its control. Accordingly, I understand, agree, and acknowledge that the University is not responsible or liable, in whole or in part, for those matters, outside of its control, including but not limited to war, quarantine, civil unrest, criminal activity, public health risks, terrorism, weather, strikes, acts of God, bankruptcies of service and transportation providers, mechanical defects, and cessation of operations, which results in (1) sickness, disease, injuries (including death), accident; (2) losses, damages, expense, or damage to and lost property; (3) fare changes, dishonors of hotel, airline or vehicle rental reservations; (4) any delays or missed transportation connections; and (5) any other expense arising out of such matters.

2) HEALTH AND SAFETY

a) I represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance, which provides insurance for injuries and illnesses I may sustain or experience in my travels, and, more specifically, in the country that I will be living and/or traveling while on the Program, as well as emergency evacuation and repatriation of remains insurance. I agree to purchase an International Student Identity Card (ISIC), which will be in effect during the entire length of the Program. ISIC insurance is considered supplemental and should not take the place of other insurance. I will provide evidence of such insurance coverage prior to departure. The University reserves the right to deny participation in the Program should there be no documentation of appropriate health insurance, including the purchase of an ISIC.

b) I agree to complete accurately and fully any required pre-departure health and emergency contact forms, to advise and make known to the University of any health issue that may pose a significant health risk or difficulty to the Program, its participants, the host country or myself, and to exercise reasonable precautions while traveling with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors. I agree to report to the University's Education Abroad Office any physical or mental condition I have, which may require special medical attention or accommodation during the Program as early as possible, but no later than thirty (30) days prior to departure from the United States.

c) I understand and acknowledge that the University is not obligated to attend to any of my medical or medication needs, and I assume and accept all such risks and responsibility. The University, however, may take any actions it considers to be warranted under the circumstances regarding my health and safety. In the event of any medical emergency for which the University has knowledge, wherein I am physically or mentally incapable of consenting to medical attention, I give to the University, or any of its representatives, the full authority to take any action deemed necessary to protect my mental or physical health and safety, at my own expense, including but not limited to, placing me under the care of a doctor or in a hospital or any place for medical examination and/or treatment or returning me to the United States, if such return is deemed necessary after consultation with medical authorities. Should the need arise, the University is authorized to provide any personal and medical information of me to any health care provider. In the event I am returned to the United States, the University is obligated to refund only uncommitted monies paid to the Program. I understand that all the funds may have been committed and that I may be ineligible to receive any refund. I agree to pay all expenses related to medical care and release and discharge the University and its representatives from any liability for any such actions, including the cost and quality of such medical treatment and care.

3) CHANGES TO PROGRAM AND RESPONSIBILITY

a) I understand and acknowledge that so long as any such modification contains reasonably comparable substitution, the University reserves the right to make changes to the Program (including transportation and accommodation substitutions; alterations in the proposed itinerary, such as dates and sites; and reasonable and comparable academic courses and classwork) at any time and for any reason. The University is not responsible for the cost of changes that arise as a result of an emergency or that are outside its control. The University reserves the right to substitute hotels, housing, or other accommodations of a similar category at any time. Specific room and housing assignments are within the sole discretion of the University.

b) The University reserves the right to cancel the Program or any aspect thereof prior to departure; and, in the University's sole discretion to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States if the University determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued. If the Program is changed or cancelled, the only responsibility of the University is to refund to me all uncommitted monies I have paid to the Program. I understand that all the funds may have been committed and that I may be ineligible to receive any refund.

4) INDEPENDENT ACTIVITY

a) I understand that neither the University nor its representatives will be supervising me at all times. I will have the opportunity and the right to independently leave the group periodically, subject to the Program Director's approval and requirements for participation in the Program. I understand and acknowledge that if I spend any time away from the Program's location, or participate in any activity that is not a planned part of the program, I may face additional and/or increased risk of injury or death and that I am solely responsible for my own safety.

b) I understand and acknowledge that should I elect to remain in a foreign country, whether at the location of the Program or elsewhere, after participating in the Program or should I decide to leave the Program before completing my course of study, the University will cease to act as a sponsor and I assume all such risks and liabilities associated in traveling and living independently from the University and its Program

5) STANDARD OF CONDUCT

a) I understand that the University's policies on Alcohol, Drug Use, Sexual Harassment, and the Student Code of Conduct apply while I participate in the Program. I agree to abide by these policies. I understand that misconduct abroad can lead to removal from the Program and may, in addition, result in a decision by the University to impose further sanctions under its policies and rules.

b) I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug and alcohol use, and behavior. I recognize that behavior, which violates those laws or standards, including but not limited to destruction of property of others, alcohol or substance abuse, the use of or threats of physical violence, and openly abusing the customs and traditions of the foreign country, could harm the University's relations with those countries and host institutions and families, 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 travel during my participation in the Program, including attending any and all Program orientation meetings and reading all materials the Program provides. I will attend to any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel during my participation in the Program. Further, I will reimburse the University for any and all expenses incurred or caused by me, including but not limited to expenses arising out of vandalism, damage to property, or theft. The University is not responsible for providing any assistance under such circumstances.

c) I understand that the Program Director, or someone he or she appoints, will be the sole judge of whether my conduct or academic standards are detrimental to the best interests of the Program, myself or others in the Program or seriously offend the host institution or family. Should such misconduct occur, the Program Director or someone he or she appoints, at his or her discretion, may terminate my participation in the Program. I understand that should my participation in the Program be terminated, I will receive no refund or portion thereof of any fees, unless otherwise deemed appropriate by the University; I am required to leave the Program immediately; and I am solely responsible for arranging and paying for my own transportation back to the United States.

6) ACADEMIC OBJECTIVES

I understand that the academic aspects of the Program are such that participation in the Program for not less than the full term is necessary to achieve the objectives of the Program. I understand and acknowledge that any grade or course credit is dependent on my participation and success in the Program. I agree that in the event that I do not complete the academic requirement of the Program, I may be obligated to reimburse the University and its Departments for any institutional grants or scholarships that I received to financially support my travels abroad.

7) REPRODUCTION OF RECORDS

I grant permission for the University and the Program to reproduce and use for educational, publicity and/or orientation purposes, without compensation, all photographs, videos, movies, or sound recordings taken of me during the time I participate in the Program.

STATEMENT OF RESPONSIBILITY AND AUTHORIZATION TO PARTICIPATE IN THE UNIVERSITY OF CINCINNATI EDUCATION ABROAD PROGRAM

In signing this **Statement of Responsibility and Authorization to Participate**, I acknowledge that I have read this entire Agreement, that I understand its terms, that I have had the time and opportunity to read and ask questions regarding the Agreement. Also, I confirm that I am at least eighteen years of age and that I have signed the Agreement knowingly and voluntarily, and that by signing it, I understand that I am giving up substantial legal rights I might otherwise have. Further, I understand that I may withdraw from the Program at any time before departure and shall be reimbursed all uncommitted monies.

I also understand that it is my responsibility to be properly registered for the appropriate University of Cincinnati course(s) associated with the Program. As such, **I have registered** or **will register** for the following course:

_____ _____ _____ for the _____ term(s).
College Discipline Code Quarter(s)

I understand that if I am not properly registered, I will be required to pay additional fees.

Name of Program

_____

Participant's Name (printed)

_____
Date

Participant's Name (signature)

_____
Date

UNIVERSITY OF CINCINNATI EDUCATION ABROAD PROGRAM AGREEMENT
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION

I am a student at the University of Cincinnati ("the University") and have agreed to participate in the University of Cincinnati's Education Abroad Program titled _____ (hereinafter "the Program") in _____ (Country) from _____ (starting date) through _____ (ending date). I understand and hereby acknowledge that my participation in the Program is wholly voluntary. The University has agreed to allow me participate in the program and I, in turn, agree to the following:

(1) **Assumption of Risk and Release of Claims.** Knowing the risks, dangers, and hazards described to me by the University of Cincinnati, and in particular those described in the "Statement of Responsibility and Authorization to Participate in the University of Cincinnati Education Abroad Program," I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to **ASSUME AND ACCEPT ALL THE RISKS, DANGERS, HAZARDS, AND RESPONSIBILITIES** resulting in or arising from my participation in the Program. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, **HEREBY RELEASE AND FOREVER DISCHARGE** the University and 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, harms, or injuries (including suffering and death) that I may sustain to my person or property or both, whether caused by the negligence or carelessness on the part of the University, its employees, agents, officers, trustees or representatives, including but not limited to any claims, demands, actions, causes of action, judgments, damages, costs, and expenses of any nature whatsoever, including attorneys fees, which arise out of, result from, occur during or are connected in any manner to my participation in the Program (including periods in transit to and from any country where the Program is being conducted), any related or independent travel, or any activities or field trips (including any inherently dangerous activities such as mountain climbing, scuba diving, etc).

(2) **Indemnification and Hold Harmless.** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, **HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS** the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, losses, damages or expenses, including attorney's fees, which arise out of, occur during, or are in any way connected with my participation in the Program, any related or independent travel, or any activities or field trips (including **[list any inherently dangerous activities such as mountain climbing, scuba diving, etc]**.

(3) I agree that this **WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT** is to be construed and governed under the laws of the State of Ohio, U.S.A.; and that if any portion is held invalid, the balance hereof shall continue in full legal force and effect. In signing this Agreement, I acknowledge that I have read this entire Agreement, that I understand its terms, that I have had the time and opportunity to read and ask questions regarding the Agreement, and that I have signed it knowingly and voluntarily.

Name of Program

_____

Participant's Name (printed)

_____ Date

Participant's Name (signature)

_____ Date