

OFF-CAMPUS STUDY AUTHORIZATION AND RELEASE AGREEMENT

Willamette University Sponsored Study Abroad Program

Amended November 2010

Return this form to the Office of International Education, Willamette University, Matthews Academic Center

I, _____ (first and last name), wish to participate in the off-campus study abroad program, _____, as a student of Willamette University, an Oregon non-profit corporation located in Salem, Oregon. My participation in this program is wholly voluntary.

As a participant in an off-campus study program sponsored by Willamette University, I have read, understood, and agree to abide by the terms that follow.

I. TERMINATION OF PARTICIPATION IN PROGRAM

I acknowledge and accept that the University reserves the right to terminate participation of the student in the program for any of the following causes:

- 1) Failure to prepare conscientiously for the program as instructed by the Office of International Education staff and, if applicable, the faculty leader including regular attendance at orientation sessions, pre-departure meetings, and study of assigned materials.
- 2) Failure to satisfactorily meet the requirements of coursework while abroad which includes, but is not limited to, regular attendance at all class meetings and completion of all required class projects.
- 3) The commission of any other acts which are, in the judgment of the University, its agents or officers, detrimental to or incompatible with the interest, harmony, comfort or welfare of any person, or damaging to the relationships which the University has with persons, institutions and governments upon whom the University relies for assistance and cooperation in maintaining its programs abroad. If my conduct violates any policy or procedure of the university, I understand that I may be required to leave the program at the sole discretion of the University's representatives or agents, and may, be referred to the appropriate University officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the program and my return costs to the US will be my own responsibility.

II. SECURITY OF PARTICIPANT AND PARTICIPANT'S POSSESSIONS

I acknowledge and accept the safety risks inherent in foreign travel. Willamette University, the host government, nor the government of the United States can completely insure the personal safety of the participant or the participant's possessions. It is understood that in all circumstances, the security of the participant and his or her possessions remains the personal responsibility of the participant and his or her family. This includes purchasing appropriate insurance for personal property if the participant wishes to be so covered.

III. MEDICAL TREATMENT/HEALTH INSURANCE/MEDICAL CONDITION

If I am rendered incapable, I grant to Willamette University, its agents or officers, and any of its personnel full authority to take whatever action they feel is warranted under the circumstances regarding my health and safety. The University's personnel will attempt to seek the direct participation of the undersigned where possible. This authority will permit the Willamette representative, or other appointed official of Willamette University, at their discretion, in the event of injury or illness, to secure any necessary treatment for the participant at any point for medical services, including hospitalization, injections, anesthesia or surgery and such medications as may be prescribed, when such treatment is recommended by a

qualified physician or surgeon, or, if no hospital is available, to place the participant in the hands of a local medical authority to fly the participant at his or her own expense back to the United States for medical treatment if this is deemed necessary by the University personnel, in consultation with local medical authorities. The student participant agrees to hold the University and its representatives harmless for any decisions or actions taken in relation to obtaining medical care for the participant.

In conducting study abroad programs, Willamette University makes every effort to protect the welfare and safety of the participants. Recognizing, however, that participation in the program is voluntary and that there are certain inherent risks which the participant must assume, the participant understands that neither the University, nor any cooperating institution, assumes any responsibility for damage to or loss of property, personal illness or injury, or death while a participant is in the program. While the University will endeavor to provide information on limited health care insurance for students participating in study abroad programs, it does not assume any responsibility for any health care expenses, and participants are strongly urged to obtain such additional medical/hospital coverage as they deem appropriate.

I agree to report to the University any physical or mental condition I have that may require special medical attention or accommodation during the program at least thirty (30) days prior to departure.

I authorize and consent to the release of information in accordance with the Family Education Rights and Privacy Act (FERPA) for the duration of my study abroad. Such information includes serious illness, accident, disappearance, failure to show academic progress, or any other situation warranting the concern of my program provider, faculty leader, or University agent. I release the University from any and all liability that may result from compliance, or attempts to comply, with this authorization.

IV. TRAVEL REGULATIONS/CHANGES IN PROGRAM/RELEASE OF RESPONSIBILITY

I agree to the following travel regulations:

- 1) Participants will not travel independently from the group while the program is in session, whether for educational or recreational purposes, without the knowledge of the on-site University representative /program director and without furnishing the University representative/program director with a complete itinerary.
- 2) Participants may travel independently without the knowledge of Willamette University personnel prior to and after the official program dates. Participants, therefore, take on the responsibility of making appropriate passport, visa, accommodation, and travel arrangements associated with non-program travel.
- 3) Willamette University also seeks to discourage students from owning or operating motor vehicles while participating in study abroad program. Traffic congestion and different traffic laws and regulations, civil and criminal, can make driving motor vehicles in foreign countries extremely hazardous. Insurance requirements, or other financial responsibility laws, vary from country to country. If, however, a student is determined to operate a motor vehicle while abroad, he/she recognizes that Willamette University assumes no financial responsibility for legal aid, or for the care of the student, should he/she be involved in an accident while operating a motor vehicle. Willamette accepts no liability for the students in relation to the student's operation of a motor vehicle.

Failure to comply with any of the conditions set forth in this section will constitute a breach of this off-campus study agreement and releases Willamette University and any of its personnel from any and all claims arising out of such travel.

Changes in program:

Although the University will attempt to maintain the program as described in its publications and brochures, it reserves the right to make changes to the program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and the University nor its employees or agents shall be responsible or liable for loss whatsoever to participants by reason of any such cancellation or change.

The University is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the participant or the University makes a flight arrangement. Any additional expense resulting from the above will be paid by the participant. The University reserves the right to substitute hotels or accommodations or housing of a similar category at any time.

Release of Responsibility:

The University or its employees or agents assume no responsibility or liability for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, war, quarantine, civil unrest, public health issues, criminal activity, terrorism, damage to property, inconveniences, failure or negligence of any nature caused in connection with any accommodations, meals, transportation, or other service or for any substitution of hotels or of common carrier beyond the University's control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the University will not be responsible for hotel, transfers, meal costs or other expenses. Baggage and personal property is transported at my risk entirely.

V. LIABILITY PROVISION

In consideration of the training, experience and educational benefits that will accrue to me as a study abroad student, I agree to release Willamette University, or its Board of Trustees or any of the members thereof, or any officer, agent, representative, or employee of the University or Board of Trustees from any and all responsibility for occurrences beyond the University's reasonable control. I further agree to indemnify and hold harmless Willamette University, or its Board of Trustees or any of the members thereof, or any officer, agent, representative, or employee of the University or Board of Trustees against claims and for all costs and reasonable attorney's fees arising out of or in any way connected with the following:

- 1) Any and all claims for any injury, loss, damage, accident, delay, irregularity or expense to the student beyond the University's reasonable control during the student's participation in this program or during any continuation or extension thereof
- 2) Any intentional or unintentional injury caused in whole or in part by the participant, whether alone or together with or in association with others, to any person or persons
- 3) Any intentional or unintentional damage or injury to property, caused in whole or in part by the participant, whether alone or together with or in association with others
- 4) Any financial or other obligations incurred by the participant during the duration of the program, including without limitation obligations or liabilities incurred by the participant in any country in which the program is conducted.

VI. AGREEMENT NOT TO SUE/ INDEMNIFICATION

I agree that neither I nor my legal representatives, including my family, spouse, heirs, assigns and personal representative, will make a claim against, sue or attach the property of the University for any injury or damage to person or property arising out of any travel or activity conducted under the control of Willamette University or cooperating institutions or out of the negligence of the University or otherwise, or my negligence in combination with that of the College while I am participating in the program of foreign study.

I agree to indemnify, defend and hold harmless the University and its employees, agents, officers and Trustees (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys' fees, that any of them incur or sustain as a result of any claims, demands, actions, cause of actions, judgments, costs or expenses, including attorneys' fees in any way connected with my participation in the program or any travel incident thereto.

I HAVE CAREFULLY READ THIS AGREEMENT AND AGREE THAT IT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF OREGON, AND THAT IF ANY PORTION HEREOF IS HELD INVALID, THE BALANCE HREOF SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT. I FURTHER AGREE

THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER THIS AGREEMENT SHALL BE LITIGATED BEFORE A COURT LOCATED IN THE STATE OF OREGON TO THE EXCLUSION OF COURTS OF ANY OTHER STATE OR COUNTRY. BY SIGNING THIS DOCUMENT I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS, THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS I MIGHT OTHERWISE HAVE, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

SIGNED: _____

PRINTED NAME: _____

TODAY'S DATE: _____

DATE OF BIRTH: _____

If you are a minor, your parent or guardian must sign below:

PARENT OR GUARDIAN SIGNATURE makes the release of liability on behalf of the Parent or Guardian's minor child:

_____ **DATE:** _____

PARENT/GUARDIAN PRINTED NAME: _____

**PLEASE CONTINUE TO THE NEXT PAGE.
SIGN THE STANDARDS OF CONDUCT AGREEMENT**

Standards of Conduct Agreement

Willamette University Sponsored Study Abroad Program

Please return this form to the Office of International Education, Willamette University, Matthews Hall

The Willamette University Standards of Conduct apply to any “persons enrolled in credit or non-credit courses or educational programs offered through Willamette University”. The Standards of Conduct “apply to any officially recognized...academic program, whether it is on or off-campus”. Section III, which is titled *Application of Law*, stipulates that the Standards do not seek to separate the Willamette community from the reach of civil authorities. Furthermore, the Standards specify that students, on and off campus, are subject to federal, state, and local laws, and university policy, procedure, rules and disciplinary action when their conduct violates institutional standards. The university policy makes it clear that the abuse of alcohol and drugs violates the general student conduct policy.

The possession, sale, or unauthorized use of narcotics or illegal drugs in violation of the laws of a host country are actions considered to be in violation of WU Standards of Conduct as well. Because you are traveling on a Willamette University sponsored program, your individual behavior, when it violates University standards, local law, or local social custom, could have negative repercussions on other members of the group and may infringe on the possibility of offering the program in the future.

The WU Standards of Conduct and WU drug and alcohol policies can be found online on Campus Life’s website in the publication called “Selected Policies Manual”.

Participation in Willamette University off-campus programs is a privilege and not a right. Violation of University Standards of Conduct will result in your immediate expulsion from the program and return to the United States at your own expense.

I understand that the University retains the right to decline to accept or retain me in the program at any time should my actions or general behavior impede the operation of the program or the rights or welfare of any person. If my conduct violates any policy or procedure of the University, I understand that I may be required to leave the program at the sole discretion of the University’s representatives or agents, and may be referred to the appropriate University officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the program and my return costs to the US will be my own responsibility. In signing this waiver I acknowledge this condition of my participation in an off-campus study program.

I agree to abide by the Willamette University Standards of Conduct while I am on a Willamette University off-campus program.

International program students: I acknowledge that my failure to do so will result in my expulsion from the program and immediate return to the United States at my own expense. Domestic program students: I acknowledge that my failure to do so will result in my expulsion from the program and program site immediately at my own expense.

Signature

Printed name

Date

Please be sure you have also READ, COMPLETED and SIGNED the
OFF-CAMPUS STUDY AUTHORIZATION AND RELEASE AGREEMENT
which is immediately prior to this page.

There are 5 pages total in this packet. There are two documents with TWO separate signature lines.