

## AGREEMENT AND ACCEPTANCE OF RISK FOR STUDY ABROAD

Name: \_\_\_\_\_  
Last First Middle  
Program: \_\_\_\_\_  
Location Abroad Term Abroad

### For Participants in State University of New York Administered Overseas Academic Activities

**To the Student:** As with all academic programs, certain conditions must be adhered to in order to preserve program integrity. As a necessary precaution to protect the State of New York, the State University of New York and \_\_\_\_\_ (hereafter collectively referred to as *SUNY*), these conditions are listed below.

If you are a participant under the age of 18, your parent or guardian's signature is also required.

**Informed consent** and agreement to these conditions is a **required condition of participation** for all *SUNY*-administered or arranged overseas academic programs, and for all *SUNY* credit-bearing or course related or other *SUNY*-sponsored or arranged overseas travel. If you have questions concerning this document (or any pre-departure procedures or forms), consult the orientation and other pre-departure materials supplied, or contact the Study Abroad Office at \_\_\_\_\_.

(administering campus)

I, [PRINT FULL NAME] \_\_\_\_\_, have agreed to participate in an overseas academic program, or a credit-bearing, course related, or other *SUNY*-initiated overseas activity (hereafter called “the program”) sponsored by \_\_\_\_\_, either in collaboration with an international host organization or organizations, or by arrangement of a *SUNY* faculty member, in [NAME OF COUNTRY] \_\_\_\_\_ from [INTENDED START DATE] \_\_\_\_\_ to [EXPECTED END DATE] \_\_\_\_\_.

In consideration of *SUNY's* agreement to permit me to participate in the program, by my signature below, I agree to and acknowledge the following:

- A. Acknowledgment and Acceptance of Risk:** I acknowledge that my participation in the program is voluntary, that there are inherent risks involved in program participation, and that I assume those risks.

I release *SUNY*, its officers, trustees, employees, and agents from any and all liability, damage or claim of to damages to or loss of my property, personal illness or injury, or death to me while I participate in this program.

By voluntarily participating in the program, I freely assume any risk associated with or arising out of traveling, studying, conducting research, engaging in community service, participating in activities, and living abroad.

I have, as advised by the program's acceptance materials, reviewed the U.S. Consular Information Sheets and Travel Advisories [contained on the U.S. Department of State Consular Affairs web site] and the Travelers Health section of the Centers for Disease Control and Prevention's web site, and by those means, been informed of such risks. I have diligently endeavored to learn about the country or countries and specific locations within those countries I will visit so as to be aware of the health and safety risks that I may face. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in or around the country in which this program is located.

- B. Independent Travel and Operation of Vehicles:** I understand and agree that (1) prior to the start of the program, (2) during free time within the period of the program, and (3) after the program ending date; I may elect to travel independently at my own expense. I understand that I shall be solely responsible for any such travel and any activities in which I participate during any free time. I understand that *SUNY* strongly

discourages students from renting or operating vehicles while participating in the program. I understand that poor road conditions, different traffic laws and regulations, and varying insurance requirements can make driving motor vehicles in foreign countries extremely hazardous and is not recommended by *SUNY*. If I rent or operate a vehicle, while participating in the program, I agree that such activity is totally voluntary on my part and against *SUNY*'s advice.

- C. **Release and Indemnification:** To the extent permitted by law, I, individually and on the part of my heirs, successors, assigns, and personal representatives, hereby agree not to sue *SUNY* any of its employees, agents, officers, trustees, or representatives in either their official or individual capacity ("Releasees") and release the Releasees and each of them from any and all liabilities, claims, demands, actions, cause of actions, costs, and expenses of any nature whatsoever which I may have due to any loss, damage, or injury, including death, that I may sustain, or to any property belonging to me, arising from my participation in the program or while traveling to, from, or around the program, or while upon the premises where the program is being conducted.

I agree to indemnify and hold harmless the Releasees from and against any claims, suits, causes of action, loss, liability, damage or costs, including court cost and attorneys' fees, and fees to enforce this Agreement, that the Releasees may incur arising from my involvement in the program.

- D. **Insurance:** I acknowledge that I have/will obtain, and am responsible for paying for, comprehensive accident and medical insurance coverage as required by *SUNY* in order to participate in the program. This insurance will provide coverage for injuries and illnesses I sustain or experience while traveling to, from, or around or while attending the program, and, more specifically, in the country where I will be living and/or traveling while on the program. This coverage is required to last for the duration of my participation in the program, as well as pre- and post- program travel (if I arrange for such with the insurer), and I am responsible to pay expenses not covered by insurance, as well as any expenses that will later be reimbursed by the insurance carrier.

I further acknowledge that *SUNY* requires that participants planning to operate a motor vehicle while overseas obtain liability and collision insurance that will cover them in applicable foreign countries.

I understand that *SUNY* also recommends that participants in the program insure their property from loss and theft.

- E. **Requisite Vaccinations:** As advised by the program's acceptance materials, or the Travelers Health section of the Centers for Disease Control and Prevention's internet page, or my doctor I have ascertained the recommended vaccinations and medications for the area I will be traveling to and I am solely responsible for securing any necessary immunizations prior to departure and for obtaining recommended or required medications needed while abroad.
- F. **Program Changes:** I understand and agree that, although *SUNY* will attempt to maintain the program as described in publications and brochures, *SUNY* reserves the right to change the program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that neither *SUNY*, its trustees, employees, or agents shall be responsible or liable for any expenses or losses that I may sustain because of these changes.

*SUNY* reserves the right to cancel the program or any aspect thereof prior to, or after, departure. If cancellation of the program or an aspect thereof occurs after departure, *SUNY* may require that *all participants* return to the United States, prior to completion of the program. In the event that a program is cancelled after the start of the program, *SUNY* will refund only uncommitted and recoverable funds.

I agree that any deviation from the design of the program's content or format must be approved by *SUNY*.

- G. **Applicable Laws, Regulations, and Policies Regarding Conduct and Removal from the Program:** I understand that while I participate in the program, I am subject to the regulations, code of conduct, and guidelines of

- 1) my home institution of which I am a matriculating student and to which the study abroad credits will transfer,
- 2) the *SUNY* administering campus through which I am participating in this program if different from the home institution,

- 3) the host institution where I will be temporarily enrolled for a term or set length of time,
- 4) a provider on a contract with the State University of New York,

as well as the laws of the United States of America, the State of New York, the host country and any other country where I may travel or stay. I agree to obey these rules, guidelines, regulations, codes, policies and laws.

*SUNY* reserves the right to decline; to accept; or to 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. Similarly, if my conduct violates any policy or procedure of *SUNY* or the host institution, or the laws of the host country or any country where I may travel or where I stay, I understand that I may be required to leave the program at the sole discretion of *SUNY*'s employees, agents and representatives, I may be referred to the appropriate *SUNY* officials for further disciplinary or other action, and I may be banned from program property. In such an event, no refund will be made for any portion of the program and I will return to the United States at my own expense.

I understand and acknowledge that the manufacture, distribution, possession, use or sale of controlled substances as defined by New York State and/or federal law, and/or the laws of the host country or other country where I visit is prohibited during the program. I understand that I will be directly subject to the laws and legal procedures of the respective foreign country and host institution as applied to the use, possession and distribution of illegal drugs, and these will be strictly enforced by local authorities. Furthermore, I understand and acknowledge that I am solely responsible for ascertaining the lawful age for the possession or consumption of alcoholic beverages in the respective country and for my conduct in compliance with local laws as enforced by local authorities. I understand that, even if I am of lawful age for consumption thereof, abuse of alcohol even in my free time may be grounds for my dismissal from the program.

**H. Financial Obligations:** I am aware of the nature and the cost of the program. I agree to pay the Program Fees, Tuition, Differential, or other charges specified on the program budget or Estimate of Costs that I received with my offer of admission and will guarantee that all financial obligations be met by the deadline(s) specified on the bill statement. If I am a financial aid recipient, I will submit all documentation required by my home campus's Financial Aid Office and will either remit any balance remaining by the payment deadline(s) or arrange for a deferral of payment with the appropriate offices.

I understand and acknowledge that if I withdraw before the start of the program I will be responsible for paying any part of those costs that cannot be recovered by *SUNY* or that *SUNY* may still be required to pay on my behalf. If I withdraw from the program after its starting date, I will not expect to receive a refund of any program fees, differentials, or other charges and, depending on the rules of the host university, may not receive a refund of *SUNY* tuition. I may also be obligated to repay any financial aid awards that I received in support of my participation in the program.

I understand that my failure to pay all financial obligations to the respective *SUNY* institution will result in the withholding of my academic transcript regardless of whether the billing campus is my home institution. Under 8 NYCRR §302.1(f), any *SUNY* institution may withhold a transcript of a student who has a debt owed to another *SUNY* institution.

*This Agreement/Release Form* remains effective until my relationship with *SUNY* is terminated, judicial actions resolved, financial accounts are settled, and grades recorded, with the exception of the Photo Release Waiver below.

I agree that the terms of this *Agreement/Release Form* are to be construed under the laws of the State of New York, and that if any portion thereof is held invalid, the balance thereof shall, notwithstanding, continue in full legal force and effect. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this *Agreement/Release Form* and terms of participation.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

FULL NAME (printed): \_\_\_\_\_

PARENT or GUARDIAN'S SIGNATURE (if under age 18) \_\_\_\_\_

**Photo Release Waiver**

I give permission for photographs of me and statements by me to be used in publicity materials.

I give my consent for *SUNY*, the host institution I attend, and agencies, organizations, and individuals cooperating with *SUNY* in the administration of the program to use images of me or written statements from me in promotional and informational materials. I hereby irrevocably authorize *SUNY* to copy, publish, exhibit or distribute in any legal manner, any and all images, videos, audio recordings and electronic or digital recordings in which my likeness appears. I further waive any right to inspect or approve any advertisement, publication or information piece in which my likeness appears. I hold *SUNY* harmless and release and discharge *SUNY*, its employees and agents, from any claims, demands, or causes of action which I, my heirs, representatives, executors, administrators or other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

FULL NAME (printed): \_\_\_\_\_

PARENT or GUARDIAN'S SIGNATURE (if under age 18) \_\_\_\_\_

**Release of Information**

In accordance with the provisions of the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), in connection with my participation in the program indicated above, I hereby authorize all relevant offices, officers, agents, and employees of the State University of New York, the host institution, program provider(s), as well as representatives of my insurance providers ("Organizations") to communicate with each other and with my parents, guardian(s) or Emergency Contacts and exchange any of my academic or financial information deemed appropriate to ensure the safe and efficient management of the program and my participation in it.

For violations or alleged violations of a conduct code of any Organization, I hereby authorize all offices, officers, agents, and employees of the Organizations, as well as the home institutions of other students on the program or on related programs alleged to be involved in the conduct violation or alleged conduct violation either as an accused/respondent or as a victim/reporting individual to communicate with each other and with my parents, guardian(s) or Emergency Contacts and exchange any information related to my participation in the program deemed appropriate to ensure the safe and efficient management of the program.

I understand that copies of the academic records submitted as part of my application or acceptance procedures may be provided to the program staff in the host country or the host institution that I will attend and, though we request that all records be kept in the strictest confidence, once sent, these records will be subject to the laws of the country where they reside. I waive any requirement that I be furnished a copy of these records prior to or concurrent with their release.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

FULL NAME (printed): \_\_\_\_\_

PARENT or GUARDIAN'S SIGNATURE (if under age 18) \_\_\_\_\_

04/2018