

St. Lawrence University
Center for International and Intercultural Studies

Release Agreement

To confirm your acceptance in a St. Lawrence University off-campus program, each student participant and the parent/guardian must sign this Release Agreement and *return page 6* to the Center for International and Intercultural Studies by **OCTOBER 15 for spring / March 25 for fall.**

**PLEASE READ THE FOLLOWING DOCUMENT CAREFULLY
BEFORE SIGNING ON PAGE 6.**

PREAMBLE:

St. Lawrence University strongly supports study abroad as an excellent way in which students can prepare for living and working in a world of complex international interdependencies. For over fifty years the university has maintained four of its own programs abroad (in France, Spain, England, and Kenya) and has selected additional programs run by other universities and international organizations in which our students may participate. The St. Lawrence University Center for International and Intercultural Studies has primary oversight for study abroad and is responsible for selecting well-qualified students, providing orientation and helpful information about health, safety, insurance and other risk concerns, and developing good practices in each program for the health, welfare, and safety of students. While St. Lawrence University is vigilant about its off-campus programs, it cannot eliminate all risks or guarantee the safety of each participant. To ensure that you have a full understanding of the risks and responsibilities of study abroad, we ask that you read the following carefully before you sign this Release Agreement.

1. ASSUMPTION OF THE RISK AND GENERAL RELEASE:

I understand that this off-campus program will be conducted in a foreign country, and that there are certain dangers, hazards and risks inherent in international travel, living and the activities included in the program, including but not limited to those arising from sanitary or health conditions, crime, civil disturbances, and travel or other accidents. I understand that these dangers, hazards and risks could include property damage and serious or even fatal injuries. I acknowledge that in choosing to participate in this program I have made an independent assessment of the risks involved and am not relying on the statements or representations which may have been made by St. Lawrence University regarding my personal safety or the safety of my property while participating in the program. I have read the U.S. Department of State Consular Information Sheet (available at <http://travel.state.gov>), and I acknowledge that I am aware of and understand the risks and dangers of travel to and participation in this program.

Knowing the dangers, hazards and risks of such activities, and acknowledging that my participation is entirely voluntary, I agree to assume all the risks and responsibilities surrounding my participation in the program and any activities undertaken in connection with the program. I agree to release, waive and forever discharge and covenant not to sue St. Lawrence University, its governing board and its current and former Trustees, officers, agents, employees and any students acting as employees (hereinafter "St. Lawrence University") from any and all liability for any harm, injury, damage, claims, demands, actions, causes of actions, costs of any damage or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, unless such liability arises solely from the negligence, recklessness, and/or intentional misconduct of St. Lawrence University, while I am in the off-campus program, and engaged in any activities in connection with the program, or in transit to or from the foreign country where the program is being conducted. I agree to hold St. Lawrence University harmless

from any loss, liability, damage or costs that St. Lawrence University or any third party may incur due to my participation in any of the above described activities, provided such liability is due to my negligence, recklessness and/or intentional misconduct.

Without in any way limiting the scope and generality of the foregoing, and in consideration of being permitted to participate in the off-campus program, I also agree as follows:

2. PERSONAL CONDUCT:

I understand that as a participant in this off-campus program I am subject to (a) the standards of conduct and academic regulations as stipulated in the St. Lawrence University Student Code of Responsibility in the *Student Handbook* and *University Catalog* (as may be modified from time to time and subject to section 11 below); (b) additional regulations set by this off-campus program and by the Center for International and Intercultural Studies; and (c) the laws of the host country. I accept the obligation to understand and respect norms of conduct and patterns of behavior that may be different from standards at home. I agree to abide by these rules and standards of behavior when I am participating directly in the program, socializing with other program participants, or alone with a host family or in the company of other host country citizens. I understand that specific room and housing assignments are within the sole discretion of program administrators.

3. MEDICAL HEALTH, TREATMENT AND INSURANCE:

I have fully described on the Medical Report included in my application any health problems, and any relevant history of health concerns, both physical and psychological. I state that there are no undisclosed health-related reasons or problems which preclude or restrict my participation in this program. I further agree that I will promptly report any changes in my physical or psychological health status, prior to my departure for this program, to the associate dean for international studies.

I understand and agree that St. Lawrence University does not have its own medical personnel available at the off-campus program, during transportation, or anywhere in the host country. For those programs which it directly administers (France, Spain, England, and Kenya) St. Lawrence University makes arrangements for students to have access to local medical help in the host country. In the event of illness or injury to me, I authorize and grant permission to St. Lawrence University or any official representative of the off-campus program to secure medical treatment on my behalf including but not limited to surgery and the administration of an anesthetic; to notify my emergency contact if I am unable to grant consent or if circumstances warrant; and to grant, deliver or execute written or oral consents on my behalf to medical action as may be required or requested by service providers. I understand and agree that such action by St. Lawrence University shall be subject to the terms of this Release Agreement, and that St. Lawrence University assumes no responsibility or liability for any injury or damage which might arise out of or in connection with such authorized medical treatment. I further agree to accept all financial responsibility for such medical treatment and related services.

I understand that I am required to have adequate health, accident and hospitalization insurance, applicable worldwide, to cover myself while traveling to and from the off-campus program and during participation in the program. I have arranged for adequate insurance to meet any and all such needs. I am providing details about my insurance on the accompanying form. I agree that St. Lawrence University is not responsible for attending to any of my medical or medication needs, that I assume all risk and responsibility therefore, and that if I am required to be hospitalized or otherwise receive medical treatment during this off-campus program, St. Lawrence University does not assume any responsibility for payment of such costs.

In addition to the above insurance coverage, I understand that St. Lawrence University requires that participants have global emergency travel assistance coverage. I understand that if I do not already have this coverage that it will be provided for me.

4. TRAVEL/TRANSPORTATION:

I understand that I will be traveling during the off-campus program by various modes of transportation, and I agree that St. Lawrence University is not responsible or liable for any loss of property, injury or death during such travel. I also understand that, due to unfamiliar traffic laws and regulations and traffic congestion, riding a bicycle and driving a motor vehicle in a foreign country can be extremely hazardous. I understand that St. Lawrence University strongly recommends that program participants not operate a bicycle or motor vehicle while abroad. I understand that insurance requirements and other financial responsibility laws vary from country to country, and I agree that if I choose to ride a bicycle and/or operate a motor vehicle, St. Lawrence University assumes no responsibility or liability should I be involved in an accident.

5. OTHER SERVICE PROVIDERS:

I understand that St. Lawrence University in no way represents, or acts as agent for, any host institution or program sponsor or for transportation carriers, hotels, and other suppliers of services that may be connected with this off-campus program. I understand and agree that St. Lawrence University is not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of the host institution, or any company or person engaged in providing or performing any of the services involved in this off-campus program. I understand and agree that St. Lawrence University is not responsible or liable for any disruption of travel arrangements, or any consequent loss or additional expenses that may be incurred therefrom. I also understand and agree that St. Lawrence University assumes no responsibility or liability for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such belongings.

I understand that all services and accommodations related to this off-campus program are subject to the laws of the country in which they are provided.

6. CRIMES, POLITICAL UNREST AND OTHER POTENTIAL CAUSES OF LOSS:

I understand and agree that St. Lawrence University assumes no responsibility or liability for any damage to or loss of property, expenses, injury or death arising out of crimes, political unrest, sickness, weather, strikes, hostilities, wars, natural disasters or other such causes.

7. RESPONSIBILITY DURING FREE TIME:

I understand that during free time within the period of the off-campus program I may elect to travel independently at my own expense. I agree to inform the off-campus program director or an official of the host institution of my travel plans in writing, and I understand and agree that neither St. Lawrence University nor the program sponsor are responsible or liable for me while I am traveling independently during such free time.

I also understand and agree that neither St. Lawrence University nor its agents, such as a home stay family, nor the program sponsor nor the host institution is responsible or liable for me should I elect to travel independently before or after the program. I understand that student visas normally expire shortly after the program ends, and I agree to be responsible for adjusting my legal status and/or renewing my visa with the appropriate agency.

8. POLICIES ON ILLEGAL DRUG USE AND ALCOHOL CONSUMPTION:

I understand that illegal drugs in any form are not tolerated on this program and that any student found using or possessing illegal drugs is subject to the local laws of the host country and to immediate expulsion from the program. I understand that the use of illegal drugs may carry considerably greater risks abroad than at home and may meet with harsher legal consequences. U.S. citizens abroad are subject to the laws of the host country and cannot expect to receive U.S. due process or legal protections.

I understand that laws and social norms regarding alcohol consumption vary from country to country. I agree to abide by this program's regulations regarding alcohol consumption.

9. LEGAL DIFFICULTIES:

I understand that it is my responsibility to be informed of the laws of the host country or countries in which my program is based or in which I choose to travel while a participant on this program. I agree that should I develop legal problems with any foreign nationals or government jurisdictions, I will attend to the matters personally and from my personal financial resources. I also understand and agree that St. Lawrence University is not responsible for providing any assistance under such circumstances. I understand that the U.S. Embassy cannot obtain release from jail for a U.S. citizen but can only aid in obtaining legal assistance.

10. WITHDRAWAL AND SUSPENSION OF PROGRAM:

I understand that I am required to pay a non-refundable \$500 deposit to participate in this program, which is credited to my student account and will be applied toward the comprehensive fee for the semester. By making this deposit I commit to completing the program except under unusual circumstances such as severe illness or death in the immediate family. Should I withdraw from the program after the deposit is paid, I understand that I will forfeit the deposit and will be billed for any expenses over and above the amount of the deposit that St. Lawrence and/or the program provider have incurred on my behalf. Should the program be suspended prior to commencement for any reason or if there exist widely recognized security concerns which lead a participant to withdraw prior to the commencement of the program, the deposit will be refunded.

If the program is suspended while in progress for security concerns and if students are unable to complete courses, St. Lawrence University students will be permitted to take an equivalent number of courses in a future semester, paying only the difference in tuition over the time period, subject to government regulations regarding federal financial aid. For non-St. Lawrence University students, the schedule for partial refund of tuition will apply (see university Catalog, Financial Information: Refund Policy). For all students room and board for the abroad program will be prorated and refunded.

Students enrolled in partner programs or non-SLU programs are subject to the withdrawal/refund policies of the host institution of program in which they are enrolled and should familiarize themselves with these policies.

11. DISCIPLINARY ACTION:

I understand and agree that St. Lawrence University and its agents and representatives -- the on-site director, the program sponsor, or the host institution -- may, at their discretion, impose disciplinary measures up to and including withdrawing me from the program should my actions or general behavior impede the operation of the program. Similarly, if my conduct violates university standards of conduct, program or host institution rules, or if my behavior is improper, unsafe, or brings the program into disrepute, I understand that I may be required to leave the program (with no refund of any monies paid) at the sole discretion of an agent or representative of St. Lawrence University and that I may be referred to the appropriate University officials for further disciplinary action. I understand that the elaborated

judicial processes that exist on campus cannot be replicated on a study abroad program. I understand and acknowledge that I will be subject to discipline by the program director, or agents for program sponsor or the host institution. I agree that a decision to withdraw me from the off-campus program will be final. I understand that St. Lawrence University students who are dismissed for cause will not be readmitted on the home campus during the same semester and must apply for readmission. I understand that if I leave the program on my own initiative or am dismissed for cause I am not entitled to a refund of fees.

Without limiting the foregoing sentence, I understand that in the event I am involved in any matters brought pursuant to or under the University's Nondiscrimination, Discriminatory Harassment & Sexual and Interpersonal Misconduct Policies ("Policies"), the procedures found in those Policies may be adapted by the University as necessary to account for the out-of-country nature of the University's overseas programs, and the University reserves the right to make such modifications to those procedures in any given case as it deems appropriate.

12. FINANCIAL AID RECIPIENTS:

I understand that I am required to be enrolled as a full-time student on this program to qualify for most financial aid resources, and proof of enrollment status is required for most financial aid resources prior to St. Lawrence University disbursing financial aid onto my St. Lawrence billing statement. Full-time is determined by the academic definition using either the unit or credit hour values. I understand that if my final transcript review results in an enrollment status change to less than full-time after the program semester concludes, then previously awarded financial aid may be decreased or eliminated for that prior semester. I understand that St. Lawrence University Financial Aid office staff is available to answer any questions regarding my enrollment status relating to my financial aid eligibility before, during, or after my program concludes.

13. GENERAL PROVISIONS:

St. Lawrence University reserves the right to cancel without notice or penalty the offering and conduct of an off-campus program, to make changes to the program, to withdraw any part of the program, and to make any alterations, deletions or modifications in the itinerary and/or academic program as deemed necessary or desirable, in light of the program goals, by St. Lawrence University, the host institution, or the program sponsor. St. Lawrence University shall not be liable for any losses whatsoever to program participants by reason of such cancellation or change (excepting the policies stated in item 10). 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 University makes a flight arrangement. Any additional expense resulting from the above will be born by program participants.

This Release Agreement shall be governed by the laws of the State of New York, which shall be the forum for any lawsuit filed under or incident to this Release Agreement or the off-campus program and which shall be venued in St. Lawrence County or the Northern District of New York. The terms and provisions of this Agreement shall be severable, such that if any term is for any reason held to be unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected.

This Release Agreement constitutes the entire agreement between the undersigned persons and St. Lawrence University pertaining to the subject matter hereof. It is agreed that no oral or written representations, statements or inducements have been made, except as expressly set forth in this Release Agreement. No supplementation, modification, waiver or termination of this Release Agreement shall be binding unless executed in writing by the undersigned persons and St. Lawrence University.

PLEASE NOTE THAT THIS FORM REQUIRES THE SIGNATURE OF BOTH STUDENT AND PARENT OR LEGAL GUARDIAN REGARDLESS OF THE STUDENT'S AGE.

You may fax the signed copy of this agreement (page 6 only) and the additional forms to the Center for International and Intercultural Studies (315-229-5989) or you may return them by mail to CIIS in Carnegie Hall, St. Lawrence University, Canton, New York 13617 by **OCTOBER 15 for spring / March 25 for fall.**

I wish to participate in the off-campus program noted below. I understand that my participation is contingent upon attending all orientation meetings, reading all orientation materials, and submitting all required documents in a timely fashion. I further understand that I am obligated to maintain the academic, physical and psychological health, and disciplinary records on which my acceptance is based. I will report any changes in the above records to the associate dean for international studies promptly.

I have read and understand all of the terms of this six page Release Agreement, and I agree to be bound by those terms. It is my express intent that this agreement shall also bind my family, estate, heirs, administrators, personal representatives and assigns. I state that I am at least 18 years of age and fully competent to sign this six page Release Agreement, and that I have signed this six page Release Agreement as my own free act.

Signature of Participant

Date

Name (please print) _____

Program Name _____ Semester or Year of Participation _____

As the parent or legal guardian of the participant whose signature appears above, I have read and understand all of the terms of this six page Release Agreement, and in consideration of my child/ward's participation, agree to be bound by those terms, and have given my child or ward permission to participate in this off-campus program. This program is considered a "St. Lawrence Program" and, therefore, my child/ward will pay regular comprehensive fees to attend and will receive his/her usual financial aid. In consideration of my child/ward's participation, as parent or guardian I hereby guarantee the payment of all fees for tuition, housing, and all other financial obligations incurred or hereafter incurred by this student while participating in this program.

Signature of Parent/Legal Guardian

Date

Name of Parent/Legal Guardian (please print) _____