

ALFRED UNIVERSITY
Travel Programs – International
Release, Indemnity & Waiver of Liability
And Participant’s Responsibilities

With Respect to _____ Trip (dates) to _____ (destination)

This Release, Indemnity & Waiver of Liability and Participant’s Responsibilities forms an agreement (the “Agreement”) among Alfred University (the “University”), and any Participant in the University’s trip currently planned (the “Study Abroad Program,” “Program,” or “Tour”). Study Abroad Programs, as used herein, includes any overseas academic program sponsored by the University or an independent program approved by the University in collaboration with an international host organization or organizations including exchange programs, short-term travel trips and international internships and co-ops, (“Sponsored Programs”) as well as programs, internships and co-ops the Student arranges through other sources that the University pre-approves for University credit (“Independent Programs”).

As used herein, the term “Participant” shall mean University students (“Students”) as well as any adults and minors who participate in the Program. The term “Chaperone” shall mean an adult Participant (defined below) who has agreed to take or share responsibility for the supervision of other Participants of a Program.

Whenever the terms “Participant(s),” “you” or “your” are used in this Statement, they refer to the Participant (their estates, heirs, administrators, executors, and assigns), the Participant’s parent/guardian (if applicable), and/or the Chaperone (their heirs, administrators, executors and assigns), as the context requires.

A “Group Leader” is the person who has the supervision responsibility and authority over all Chaperones and Participants on a trip.

The Participant will not be permitted to take part in the Program unless this Agreement is executed by the Participant and his/her parent/guardian if the Participant is under eighteen (18) years of age. The Chaperone will not be permitted to take part in the Program unless he/she executes this Agreement. Entering into this Agreement does not guarantee that Participant will be allowed to participate in the Program/Tour.

This Statement provides certain general information for University students and their families. It is not meant to provide exhaustive advice with respect to any specific Study Abroad 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.

GENERAL MATTERS

Participants must apply for a visa, if one is necessary for the country in which you plan to travel to. If you are not a U.S. citizen, you should initiate this process as soon as possible, and investigate any other special requirements you may have. A visa is official permission, granted by the authorities of a country where you will study or visit, which allows you to enter and remain in that country for a period of time. Some countries require you to obtain a visa either in the United States or at a consulate abroad. Costs and entrance requirements vary, but expect to pay between \$75 and \$200. Find out before you leave the United States what visas, if any, you will need for places where you will visit. The University does not process visa applications, but (if applicable) will provide you with verification of your enrollment at the University in support of your visa application. For details about how to apply for a visa, contact the consulate or embassy of the country where you will study. Obtaining necessary travel documents is the Participant’s sole responsibility.

All Participants must be covered by health insurance while abroad and provide proof of that coverage to the University prior to departure. Check whether your current policy will cover you while you are overseas; many policies do not. Find out if your coverage includes repatriation insurance in the event that you need to return to the United States due to a medical emergency. You should also be aware that medical expenses overseas may have to be prepaid with reimbursement sought later from your insurance provider. All Participants should have a dental and medical checkup prior to departure, and ensure that all routine vaccinations are up to date. Make sure that you discuss your specific travel health and vaccination requirements with a doctor or travel healthcare specialist at least 6 to 8 weeks prior to travel. The University recommends that all Participants have a medical and dental checkup before departing.

Some programs, foreign universities and/or foreign countries may require you to subscribe to their health plan as well. You must provide evidence of sufficient health insurance to the University before your study-abroad program can be approved. If you are a student, proof of coverage under the University's Student Health Insurance Policy is sufficient to meet this requirement. Otherwise, you must provide a statement or a copy of your policy from your insurer indicating such coverage. If you are a Student, you and your parent/guardian assume full responsibility for payment of any medical expenses not covered by insurance, which may be incurred as a result of Student's involvement in the Program.

Some countries require entering travelers to be vaccinated against certain diseases, such as yellow fever and cholera. Not all physicians' offices have these vaccinations available, so check with your personal physician for further information. The Participant is responsible for the cost of obtaining any required vaccinations and tests. Proof of a negative HIV/AIDS test is required before entering certain countries. Some countries will not accept proof from a U.S. physician and require the test to be performed overseas. The latest information on vaccines and HIV/AIDS testing may be obtained from embassies or consulates, or from the Centers for Disease Control and Prevention at <http://www.cdc.gov/travel/>.

Note that entry into foreign countries, including Canada and Mexico, may be restricted or prohibited for individuals with criminal convictions. Please contact the Office of International Programs at the University ((607) 871-2269) if you have any questions regarding whether this may impact your travel arrangements.

Participant acknowledges that the University is not responsible or liable for any delays, changes or dishonors in travel arrangements, including any additional expenses incurred by the Participant related to such delay, change or dishonor regardless of whether the University makes the travel arrangements. The Participant is responsible for paying any additional expenses resulting from any operational or itinerary changes. The University reserves the right to substitute hotels, accommodations or housing for any Program. Any specific room and housing assignments are within the sole discretion of the University.

If you are a Student, the University, through the Study Abroad Office, must pre-approve all Independent Programs for you to receive transfer credit. For all Participants, the University has the right to refuse to pre-approve any program if the program involves travel to any country for which the United States Department of State has issued a travel warning.

If you are a Student, transfer credit for any Study Abroad Program will not be granted until the University receives official acknowledgment of completion of your Study Abroad Program. Such acknowledgment shall be in the form of an official transcript or similar document.

The University does not carry any insurance coverage for personal items belonging to Participants. The University strongly advises discussing appropriate coverage with your insurance agent.

The University has the right, in its sole discretion, to cancel, postpone or modify the Program at any time, and require that all Participants return to the United States. Furthermore, the University 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 University determines or believes that any Student is or will be in danger if the program is continued. Should the University cancel the Program, the University will refund uncommitted and recoverable funds that the Student has paid to the University. The University is not responsible for refunding any monies from the cancellation or change of any Independent Program.

In that event, or in the event that the Participant decides not to take part in the Program, all deposits paid and other expenses incurred by the Participants in connection with the Program will be the sole responsibility of the Participants. There will be no refunds.

BEFORE YOU DEPART

For safety purposes, make several photocopies of your passport. Provide one copy to a family member or guardian who will keep it while you are abroad. You should also take a photocopy to carry with you while you are traveling. If you lose your passport, the photocopy will help you to get your passport reissued more easily.

Keep all of your important paperwork in one safe place. This includes your passport, traveler's checks, and plane tickets. Be conscious of where these materials are at all times. They can be difficult or impossible to replace.

Buy a secure travel wallet for money, ID cards, credit cards and passport. Travel wallets that can be worn under clothing are especially recommended.

All Participants in Study Abroad Programs are required to complete a University Study Abroad Prior Approval Form and to attend a Pre-Departure Seminar sponsored by the Study Abroad Office to review and receive information relating to study abroad included in the University Pre-Departure Handbook.

WHILE YOU ARE ABROAD

As a participant in a University Program and a U.S. citizen abroad, you represent our country and community. Those we meet at the places we visit, in hotels, homes, or wherever we are, in whatever capacity, will know our community, our school and ourselves, only by our actions. **Therefore, be on time, polite, neat in appearance, and respectful to everyone.** All Participants and Chaperones are advised of the following rules that will apply to all Participants:

1. No illegal possession or use of alcoholic beverages or drugs.
2. Participants will not drive any motorized vehicles during the Program, without the express prior written approval of the University.
3. The Group Leader has the supervisory responsibility and authority over all Participants (including Chaperones) while on the Program; Participants must follow all lawful instructions given by the Group Leader and Chaperones. Chaperones must follow all lawful instructions given by the Group Leader.
4. Participants will take part in all planned group activities and will be mindful of their surroundings while abroad.

5. Participants must stay with the University group. Any arrangements to meet with family/friends outside of the Program group must be preapproved by the Group Leader well in advance before departure. Any phone calls made will be at the expense of the Participant, unless other arrangements have been agreed upon.
6. Participants must always travel in the company of another Participant or Chaperone unless expressly approved by the Group Leader.
7. The property and rights of others will be respected. The Participants will observe all laws, rules and regulations as well as any instructions given by the Group Leader and Chaperones.
8. Any damage to property is the responsibility of the Participants. The University assumes no responsibility for damages or loss of personal property.

Any deviation from these rules is grounds for immediate dismissal from the Program, at the discretion of the Group Leader. If a Participant is dismissed or required to return from the Program, or is denied entry into a foreign country, he/she will be sent home at his/her own expense, and will be responsible for all financial and other consequences of such behavior.

All Participants are also subject to the University's regulations and guidelines, as well as the laws of the host country. Violation of these laws, policies and procedures may also require you to leave the Program at your own expense.

FINANCIAL INFORMATION FOR STUDENTS

The financial obligations involved in a Study Abroad Program differ depending on the program. When you accept an offer of admission to a Study Abroad Program, you will be expected to submit a (usually nonrefundable) deposit. You are responsible for paying the deposit; the University cannot pay a deposit for you.

Most Study Abroad Programs do not include airfare in the program fee. You are responsible for purchasing your own ticket and all other travel arrangements and costs associated with your participation in any study-abroad program. Regardless of whether the University assists with your travel arrangements, the University is not liable or responsible for any losses or costs incurred due to delays, cancellations, or changes to your travel arrangements.

Whether Federal Student Aid Programs, state aid programs, or University aid programs can be used toward the cost of any study abroad program must be decided on a case by case basis according to the applicable Federal, state and University regulations and policies in effect at that time. The Alfred University Financial Aid Office will assist students with determining which aid programs are applicable to their chosen study abroad program.

If you go abroad on an Independent Program, be sure to visit the Office of Financial Aid before you leave campus to ensure continuation of aid upon your return. A small number of study abroad programs have their own financial aid available. Also, you should be aware that receiving financial aid from another institution may impact any aid you receive from the University.

You should also be aware that withdrawal or denial of credit from any Study Abroad Program is similar to withdrawal or denial of credit from courses at the University which may obligate you to repay any financial aid awards received and used to pay for your participation in the program.

WHILE YOU ARE ABROAD

It is your responsibility to provide the University with an address (and e-mail address, if applicable) where the University may contact you for both routine and emergency matters.

If you are a Student, prepare to register for your return semester at the University. You may send registration information to the Student Service Center as soon as you have chosen your courses. We can send hard copies to you overseas as soon as they become available. Remember that the Schedule of courses for the next semester is available at www.alfred.edu/academics/courses approximately two weeks before the printed registration booklet is mailed. You can use e-mail to discuss courses with your Advisor and to submit your pre-registration information to the University or contact the Study Abroad Office to arrange course registration. Note that housing information is sent to your home address, so you should make arrangements to have someone at that address forward this information to you. Failure to register on time can result in losing financial aid benefits, not receiving housing or parking for the following term, or being withdrawn from the University. Your advisor and the University Study Abroad Office must approve any change in your Study Abroad Program or course work.

Any changes to a Sponsored Program's itinerary, including, but not limited to, participation in field trips, Student-initiated changes to the number or type of courses or housing arrangements, must be pre-approved **in writing** by the University's Office of Study Abroad Programs, the resident director or faculty/staff Chaperone of the Sponsored Program.

The University reserves the right to remove a Student from any Sponsored Program if, at any time, the Student's actions or behavior impede the operation of the program or the rights or welfare of any other persons. The University also has the right to refer matters 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.

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. Participants 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. Participants 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.

The University 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.

ASSUMPTION OF RISK

You understand that participation in the Program entails inherent risks, including, but not limited to, security, health and safety risks (including the possibility of personal injury and/or death) as well as the risks described elsewhere in this Statement. You have been given the chance to ask questions concerning the Program and this Statement and all such questions have been answered to your satisfaction. Having read this Statement, Participants are fully aware of the risks and hazards associated with the Program, and hereby consent to their involvement in the Program. All Participants voluntarily assume full responsibility for any risks of loss,

property damage or personal injury, including death, that the Participants sustain arising from their involvement in the Program.

LIABILITY RELEASE

To the fullest extent permitted by applicable law, the Participant, on behalf of themselves, their estates, heirs, administrators, executors, and assigns, agrees not to sue the University, its agents, employees, directors, officers, trustees, and/or volunteers, (collectively, the "Releasees"), and hereby releases the Releasees from any and all actions, causes of action, awards, claims, costs, damages, demands, expenses, fees (including attorney's fees), judgments, lawsuits, liabilities, loss and/or penalties of any nature whatsoever which a Participant may have arising out of any loss, damage, or injury, including, without limitation, death, that may be sustained by a Participant, or to any property belonging to a Participant, arising in connection with the Program or while upon the premises where the Program is being conducted, including without limitation the Releasees' cancellation, postponement or modification of the Program.

INDEMNIFICATION

To the fullest extent permitted by applicable law, the Participant agrees to indemnify and hold harmless the Releasees from and against any actions, causes of action, claims, costs, damages, demands, expenses, fees (including attorney's fees), judgments, lawsuits, liabilities, loss and/or penalties that the Releasees may incur arising from a Participant's acts, omissions, negligence, and/or failure to comply with any provision of this Agreement.

PHYSICAL AND MENTAL HEALTH

. You understand that the University has not made, nor will make, any investigation into the Participant's physical or mental health or the ability of the Participant to take part in the Program. It is the Participant's responsibility to immediately inform the University upon enrolling in the program of any special accommodations that may be necessary for your participation in the program. The University complies with all Federal, State and Local laws of the United States, however, not all countries may be able (or willing) to provide special accommodations. Therefore the University cannot guarantee that special accommodations will be available for all Tours. The Participant represents and warrants that they maintain medical insurance that covers the Participant for accidents and illnesses while participating in the Program. The Participant assumes full responsibility for payment of medical expenses not covered by this insurance incurred as a result of the Participant's involvement in the Tour.

EMERGENCY MEDICAL TREATMENT

The Participant grants the Releasees permission to authorize emergency medical treatment for the Participant, as they deem appropriate, during the Program and agree that such action by the Releasees shall be subject to the terms of this Agreement. The Participants agree that the Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

Should a Participant require medical attention at any time during the Program, the Group Leader shall promptly report the situation to the parent/guardian or emergency contact person indicated on the attached Emergency and Medical Information form for instruction. If such person cannot be reached, or if it is an emergency situation, the parent/guardian or emergency contact person hereby gives permission for emergency care to be obtained at his/her expense.

CHOICE OF LAW AND FORUM

The Participant agrees that this Agreement and any claim arising from participation in the Program shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws

provision. The parties hereto consent to the jurisdiction of the courts of the State of New York (venue shall be Allegany County) and the United States District Court for the Western District of New York for any lawsuits arising from the Program or regarding this Agreement. 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.

BINDING EFFECT

It is the express intent of the Participants that this Statement shall bind them, the members of their family and spouses (if any), their estates, heirs, administrators, assigns and personal representatives. This Statement inures to the benefit of each of the Releases and their respective estates, heirs, administrators, successors, assigns and personal representatives.

MISCELLANEOUS

This Agreement contains the entire agreement among the parties regarding the subject matter hereof, there are no other oral or written agreements, and any prior discussions, and/or agreements regarding the subject matter hereof are merged herein. Participant's covenants, representations, warranties, and obligations under this Agreement shall survive the termination or expiration of this Agreement. This Agreement may be executed in counterparts and a copy duly signed by both parties shall be deemed an original under the best evidence rule.

Date: _____, 2014

ALFRED UNIVERSITY

By:

Office of International Programs

I consent to the release of any / all information contained in my judicial / disciplinary and / or personal file to the Office of International Programs. I further consent to release to the University or any medical care provider any medical information that may be necessary to provide me medical care while on the Tour.

In signing this Agreement, I acknowledge that I have read its contents, understand them, and agree to be bound by their terms. If signing as the parent/guardian, I further acknowledge that I am the parent or legal guardian of the Participant and that I sign this Agreement voluntarily.

Dated: _____, 2014

Signature of Student or Chaperone

Student D.O.B.: _____

Printed Name of Student or Chaperone

Dated: _____, 2014

Signature of Parent or Guardian if Student is under 18

Printed Name of Parent or Guardian

RETURN THIS SIGNED & COMPLETED AGREEMENT TO:
THE ALFRED UNIVERSITY OFFICE OF INTERNATIONAL PROGRAMS,
PERLMAN HALL, ONE SAXON DRIVE, ALFRED, NY 14802

Updated: 3/2014/MN