

# STATE UNIVERSITY OF NEW YORK

## Off-Campus Academic Programs

### AGREEMENT AND ACCEPTANCE OF RISK FOR STUDY AWAY

*Please type or print.*

Name: \_\_\_\_\_

Last

First

Middle

Program: \_\_\_\_\_

Location

Term

#### For Participants in State University of New York Administered Off-Campus Academic Activities

**To the Student:** To participate in an Off-Campus Academic Activity with the State University of New York and the State University of New York campus at (name campus) \_\_\_\_\_, hereafter referred to as “SUNY”, the Student must comply with all conditions 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 off-campus Programs, and for all *SUNY* credit-bearing or course related or other *SUNY*-sponsored or arranged off-campus 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 a SUNY-administered or arranged off-campus Program, or a SUNY credit-bearing or course related, or other SUNY-sponsored, arranged, or initiated off-campus travel activity (hereafter called the Program, sponsored by \_\_\_\_\_, either in collaboration with an international host organization or organizations, or by arrangement of a *SUNY* staff, in [NAME OF REGION] \_\_\_\_\_ 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 all risks.

I release *SUNY*, its officers, trustees, employees, and agents from all liability, damage or claim of, 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 away from campus or 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 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 other risks that could arise out of or occur during my travel to, from, in or around the location of the Program.

- 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 will 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* 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 purchase trip cancellation coverage and that they also 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 required or 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. If a Program is cancelled after the start of the Program, *SUNY* will refund only funds not identified as non-refundable, and then only uncommitted and recoverable funds.

I agree to participate in all required classes and activities as outlined in the Program description and/or syllabus provided by *SUNY* or *SUNY* partner, unless exceptions are approved in writing by *SUNY*.

I understand and acknowledge that my study abroad program or host university may modify, or interrupt in-person teaching and move to remote or online instruction with little or no notice to respond to local conditions.

I understand that I must have an alternate academic plan in the event I cannot attend the chosen overseas program (for example, be prepared to enroll in classes at my home institution). In the event of a Program cancellation, SUNY will provide support for student academic continuity planning, but I understand that loss of credit may occur if course schedules/availability make continuation of my academic plan unfeasible.

I understand and acknowledge that I must remain flexible and willing to adjust to unanticipated changes to my Program. I will pay accordingly and monitor local news and reliable and reputable information sources to ensure that I am fully informed and aware of the situation in my Program's location.

**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,
- 5) the laws of the United States of America, the State of New York, the host country or state, and any other country or state where I may travel.

I agree to obey these rules, guidelines, regulations, codes, policies, and laws.

I agree to abide by the reasonable instructions, requests and requirements of *SUNY*'s employees, agents, and representatives. *SUNY* reserves the right to remove me from the Program should I fail to follow such instructions or if my actions or general behavior impede the operation of the Program or the rights or welfare of any person, including myself. Similarly, if my conduct violates any policy or procedure of *SUNY* or the host institution, or the laws of the host country or state, or any country or state where I may travel, I understand that I may be required to leave the Program at the sole discretion of *SUNY*'s employees, agents, and representatives. Such conduct may also subject me to appropriate 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, and/or home 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 or state 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 or state 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 or other substances, 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 (partner) an amount equal to *SUNY* tuition may be added to Program charges or differential. 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 a partner of SUNY may result in those outstanding charges being added to my Program charges at the administering SUNY.

I understand that my failure to pay all financial obligations to the respective *SUNY* institution will result in my grades for the Program being withheld by the administering campus and a hold being placed on my account at both my home SUNY campus and the administering campus.

This *Agreement/Release Form* remains effective until my relationship with *SUNY* is terminated, judicial actions resolved, financial accounts are settled, and grades recorded, except for 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 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) \_\_\_\_\_