Isabella Cannon International Centre

Assumption of Risk and Student Responsibilities  v. 4/28/11

Name: __________________________ Program: __________________ Term & Year Abroad: ________________

Assumption of Risk

I understand and hereby agree as follows:

1. **Risks of Study Abroad.** I understand that participation in study abroad programs involves risks not found in study at Elon University’s North Carolina campus. These include, among others, risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, economic, health safety and transportation conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical, environmental, food, water and weather conditions; physical exertion; high altitude; and other matters. I have made my own investigation of the study abroad program that I will participate in and am willing to accept these risks.

2. **Institutional Arrangements.** I understand that Elon University (the “University”) does not represent or act as an agent for, and cannot control the acts or omissions of, any affiliate or host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in study abroad programs. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University and its trustees, directors, officers, employees, agents and affiliates from responsibility for any death, injury, loss, damage, accident, delay or expense arising out of any such matters.

3. **Independent Activity.** I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or otherwise separated or absent from any university-supervised activities. I also understand that maintaining contact with the program leaders and other program participants may be very important for safety, health and emergency purposes. I agree to maintain ongoing communication with these persons and to let them know my general whereabouts should the need arise to contact me.

4. **Health considerations.** There are no health conditions which will preclude my participation in study abroad. However, I understand that travel abroad may expose me to certain illnesses or diseases or aggravate existing health or mental health conditions. I will consult my own doctor or other appropriate health officials and I will acquire the necessary immunizations required by the U.S. Center for Disease Control and Prevention and the government of the host country(ies) for the areas I am visiting. I will consult with my doctor with regard to my personal medical needs.

5. **Permission for Emergency Treatment.** To prevent dangerous delay in the delivery of necessary medical treatment in an emergency, I authorize immediate hospitalization, transfer to another facility, and any treatment deemed necessary and prudent by a qualified physician or other medical personnel, including the administering of an anesthetic or performing necessary surgery. I do so with the understanding that Elon University requires me to have health insurance with coverage outside of the United States and with the knowledge that Elon will contact my family as quickly as possible under the circumstances. Further, I authorize an authorized representative of the study abroad program administration to make medical decisions for me, including but not limited to decisions related to transferring me to alternate medical facilities outside of the United States, and/or to the United States for additional medical care.
6. **Assumption of Risk and Release of Claims.** Knowing the risks described above, and in consideration of being permitted to participate in a study abroad program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in such programs. To the maximum extent permitted by law, I release and agree to indemnify and hold harmless Elon University and its trustees, directors, officers, employees, agents, and affiliates, from and against any and all present or future claims, demands, actions, liabilities, losses, damages, costs and expenses (including attorneys’ fees and expenses) for death or injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in a study abroad program (including periods in transit to or from any country where such a program is being conducted).

**Student Responsibilities**

**Standards of Conduct.**

a. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, alcohol and drug use and behavior. I recognize that behavior which violates those laws or standards could harm the University’s relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the program.

b. I understand that Elon University’s Honor Code, rules, standards and instructions for student behavior apply while I am on or participating in an Elon University study abroad program and will comply with those rules and standards at all times.

c. I agree that the University has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the program or the University, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the program or other participants. I **recognize that due to the circumstances of study abroad programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply while on or participating in a study abroad program. If I am expelled, I consent to being sent home at my own expense with no refund of fees.**

d. I will attend to any legal problems I encounter with any foreign nationals or government of the host country. Elon University is not responsible for providing any assistance under such circumstances.

e. I acknowledge and understand that I am solely responsible for obtaining and keeping safe my passport, money, credit cards, debit cards, travelers checks, tickets, jewelry and other personal property and that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings. I acknowledge that I will obtain adequate insurance or that I have sufficient funds to replace necessary belongings.

f. I hereby agree to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. I further agree that, in the event I become detached from the study abroad group or fail to meet a departure bus, airplane or train I will bear all responsibility to seek out, contact, and reach the study abroad group at its next available destination and that I will bear all costs attendant thereto.
2. **Program Changes.** I understand that the University will attempt to maintain the program as described in its publications, but agree that it has the right to make cancellations, substitutions or changes in the program, including itinerary, travel arrangements or accommodations, at any time and for any reason it deems advisable or necessary to promote or maintain the program objectives, safety issues or institutional needs, with or without advance notice.

3. **Orientation.** I understand that I must attend all mandatory orientations and pre-departure sessions. It is my responsibility to make all necessary arrangements to be able to attend these mandatory sessions.

4. **Coursework.** I agree that it is my responsibility to meet all academic requirements of the study abroad program in a timely manner and in a manner consistent with Elon University’s Honor Code as well as the requirements of the host institution. I understand that the grades for my courses will be issued by the host institution.

5. **Americans with Disabilities Act.** Study abroad is available for students with disabilities. Students requiring accommodations for a disability should contact the Coordinator of Disability Services as soon as possible to allow time for any necessary arrangements. The same arrangements that are provided on Elon University’s North Carolina campus will not be possible in all study abroad locations. Some locations may be better suited than others to accommodate a disability. Students who are not proactive in requesting accommodations risk delay in provision of accommodations and in some cases may not be able to receive accommodations abroad. I understand that it is my responsibility to work with the Coordinator of Disability Services and the Isabella Cannon International Centre to determine what accommodations might be available for a given study abroad program.

6. **Right of Notification and Access to Necessary Information.** Notwithstanding any law to the contrary, I authorize the Isabella Cannon International Centre:
   a. to obtain information regarding my Academic and Judicial Records at Elon University and to share that information with the study abroad provider;
   b. to inquire from Elon University’s Health Services department regarding the advisability of my participation in the program I have selected;
   c. during the course of the study abroad program to notify and share information with my family, guardian, other Elon University personnel, law enforcement and medical authorities when deemed necessary or advisable by the University; and
   d. to share information related to my participation in the program with my parents or legal guardian for the purpose of informing them about the nature of the program and the obligations I have undertaken pursuant to this agreement.

7. **Program Fees.** I understand that it is my responsibility to make the necessary payments for my study abroad program, both to Elon University and when necessary to the study abroad provider. I understand that it is also my responsibility to work with the Office of Financial Planning regarding any financial assistance that I hope to use in support of my study abroad.
I have carefully read all pages of this agreement before signing it. My agreement to participate in the program is wholly voluntary, and prior to signing this agreement, I have had the right and opportunity to consult with my parents and the advisor, counselor or attorney of my choice. I have read this entire document and understand that I am giving up legal rights that I might otherwise have, including the right to sue.

I have received good and valuable consideration from Elon University in connection with my execution and delivery of this agreement, including, without limitation, my being permitted to participate in a study abroad program.

This agreement shall become effective only upon its receipt by Elon University and shall be governed by the laws of the state of North Carolina, without reference to its choice of law rules. I irrevocably submit to the exclusive jurisdiction of the courts in the State of North Carolina with respect to any suit, action or proceeding filed under or incident to this agreement, or my participation in the program, or arising out of events sponsored by or associated with Elon University’s Isabella Cannon International Centre. I irrevocably waive (i) any objection I may have to the laying of venue of any proceeding brought in any such court, (ii) any claim that such proceedings have been brought in an inconvenient forum and (iii) the right to object, with respect to such proceedings, that such court does not have jurisdiction over me. I agree that, should any provision of this agreement be found to be unenforceable, all remaining provisions of this agreement will remain in full force and effect.

Name (print): ___________________________________

x______________________________________________

Signature

Date

(If student is under 18 years of age, a parent or legal guardian must also read and sign this form.)

I am the parent or legal guardian of the above student (minor applicant), have read the foregoing Form (including such parts as may subject me to personal financial responsibility), and am and will be legally responsible for the obligations and acts of the student as described in this Form, and agree, for myself and for the student, to be bound by its terms.

x______________________________________________

Signature of Parent/Guardian (if student is under 18 years of age)

Date