



GENERAL WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR A SAINT FRANCIS UNIVERSITY INTERNATIONAL PROGRAM

Name: _____ Date: _____

The term “Undersigned” refers to the Participant

Participant’s Desire to Participate in *arts france* Program

_____ *please initial*

1.1 Participant (Undersigned) is an individual approved by St. Francis University (SFU) to enroll in the *arts france* program offered during the 2018 summer semester.

1.2 The Undersigned understands that living conditions (including but not limited to housing, catering, and access to computer facilities) in the host country may differ significantly from the types of services provided in the United States.

Waiver of Saint Francis University’s Liability for Risks and Dangers

_____ *please initial*

2.1 The Undersigned understands that there are certain dangers, hazards, and risks inherent

in international travel and the activities, which could include serious or even mortal injuries and property damage, and that SFU cannot and does not assume responsibility for any such personal injuries or property damage.

Participant Responsibility for Medical Needs

_____ *please initial*

3.1 The Undersigned assures SFU that (s)he has consulted with a medical doctor with regard to personal medical needs, and the Undersigned further assures SFU that there are no health-related reasons or problems which preclude or restrict Participant’s participation in this international program.

3.2 The Undersigned is aware of all applicable personal medical needs, and has arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while undertaking this international program. The Undersigned agrees that SFU is not responsible for any of his or her medical or medication needs, that the Undersigned assumes all risk and responsibility therefore, and that if Undersigned required to be hospitalized while in a foreign country or in the United States during this international program, SFU does not assume any legal responsibility for payment of such costs. The Undersigned further agrees that the Undersigned will provide any medical history required by SFU, and that, absent extenuating medical circumstances, Undersigned will take any prophylactic medication (such as malaria tablets) that is instructed to take by SFU.

3.3 The Undersigned understands the need during the placement process to disclose any disability for which accommodation is needed, and to cooperate with SFU in determining what placement, if any, can be made with reasonable accommodation and without undue burden.

3.4 The Undersigned authorizes director of this international program to, in the event of an emergency, take whatever actions they deem warranted and appropriate regarding individual’s health and safety. This

includes but is not limited to placing individual at Undersigned's own expense in a hospital or other health care facility within the host country and/or arranging for transport back to the United States, at Undersigned's own expense, if deemed medically necessary and appropriate.

Disclaimer of Saint Francis University's Responsibility

_____ *please initial*

4.1 The Undersigned understands that SFU does not represent or act as agent for the transportation carriers, hotels, or other suppliers of services connected with this international program. The Undersigned further understands and agrees that SFU is:

- 4.1.1 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 any company or person engaged in providing or performing any of the services involved in this international program;
- 4.1.2 Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes;
- 4.1.3 Not responsible for any disruption of travel arrangements or any consequent additional expenses that may be incurred there from.

Saint Francis University's Rights and Powers

_____ *please initial*

5.1 SFU reserves the following rights and powers:

- 5.1.1 The right to cancel without penalty the offering and conduct of the International program;
- 5.1.2 The right to make any alterations, deletions or modifications in the itinerary and/or International program as deemed necessary by SFU or by the course providers.

5.2 The Undersigned acknowledges the right of SFU to withdraw its approval for this international program if one or more the following situations occurs: a U.S. Travel Warning is issued for the state in which the institution is located; should active combat, civil unrest, or terrorist activity occur in the environs of that institution; a state of war be declared by or against the host state; the Centers for Disease Control issue a warning concerning an epidemic; or in the event of a natural disaster in the environs of the host institution.

Potential Travel and Accommodation Problems

_____ *please initial*

6.1 The Undersigned acknowledges and agrees 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. The Undersigned acknowledges and understands that SFU assumes no liability whatsoever for any loss, damage, destruction, theft or the like to Participant's luggage or personal belongings, and that Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold SFU harmless there from.

6.2 The Undersigned acknowledges and understands that in the event Participant becomes separated from a field trip group, fails to meet a departing bus, airplane, or train, or becomes sick or injured, Participant will bear all responsibility to seek out, contact, and reach the field trip group at its next available destination, and that Participant shall bear all costs associated with rejoining the field trip group at its next available destination.

6.3 All services and accommodations are subject to the laws of the country in which they are provided.

Legal Problems

please initial

7.1 The Undersigned acknowledges and understands that should he/she have or develop legal problems with any foreign nationals or foreign governments, Participant will attend to the matter personally with Undersigned's own personal funds. SFU is not responsible for providing any assistance under such circumstances.

Acceptable Conduct by Participant

please initial

- 8.1 The Undersigned agrees to participate fully in all portions of the program and further agrees that any deviation from the design of the program's content or format [including, but not limited to participation in field trips, participant-initiated changes to the number or type of courses/tutorials, participant-initiated changes to existing housing arrangements, etc.] must be approved in advance in writing by the international program's Director.
- 8.2 The Undersigned is aware of the expected behavior while participating in this International program. The Undersigned is aware that, as a guest in a foreign country, there is certain behavior that is unacceptable and could lead to possible disruption of Undersigned's participation in this international program. The Undersigned assures SFU he/she shall act in an appropriate manner at all times, will abide by the laws of the Foreign Country, and will read all safety information provided by SFU as part of program orientation. The Undersigned understands that Program Directors may establish appropriate rules for their programs, that a Program Director's decision to dismiss an individual from a program for violating such rules or for other disruptive or inappropriate behavior will be final, and that if an individual is dismissed from the program, the individual will be responsible for all costs associated with Participant's return to the United States.
- 8.3 Individuals who voluntarily withdraw or are involuntarily dismissed from a program will be considered withdrawn from SFU and will forfeit the semesters tuition fees, and other charges. To return to SFU, such students must apply for re-admission.

Assumption of the Risks Involved

please initial

- 9.1 The undersigned has, as advised by SFU's Office for Student Abroad has reviewed the U.S. Consular Affairs Information Sheets and Travel Warnings [contained on the U.S. Department of State Consular Affairs Internet home page] and the Travelers' Health section of the Centers for Disease Control's Internet page, and by those means, and informed of such risks. The undersigned hereby assumes, knowingly and voluntarily, each of these risks and all the other risks that could arise out of or occur during his/her travel to, from, in or around the country in which this program is located.
- 9.2 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Study Abroad Program, the Undersigned agrees to assume all the risks and responsibilities surrounding participation in the international program, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance releases, waives, and forever discharges SFU, its governing board, officers, trustees, agents, employees, and any students acting as employees ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which the Undersigned may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the Host Country where the international program or any adjunct to the international program occurs or is being conducted.

- 9.3 The Undersigned understands and agrees that Releasees do not have medical personnel available at the location of the international program, during transportation, at the Host Institution, or anywhere in the Foreign Country. The Undersigned understands and agrees that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. The Undersigned understands and agrees that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
- 9.4 It is the Undersigned's express intent that this waiver of liability and hold harmless agreement shall bind the members of Undersigned's family and spouse, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant not to sue the above-named Releasees. The Undersigned agrees to save and hold harmless, indemnify, and defend Releasees from any claim by the Undersigned or Participant's family arising out of Participant's participation in the Study Abroad Program.
- 9.5 In signing this Release, the Undersigned acknowledges and represents that the Undersigned has become fully informed of the contents of this waiver of liability and hold harmless agreement by reading it before signing it, and by signing this document as the Undersigned's own free act and deed confirm that no oral representations, statements, or inducements, apart from the foregoing written statement have been made.
- 9.6 The Undersigned agrees that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions will remain in full force and effect.
- 9.7 The Undersigned represents that his/her agreement to the provisions herein is voluntary, and further that, prior to the signing of this agreement, he/she has the right to consult with an adviser, counselor, or attorney of his/her choice.
- 9.8 The Undersigned agrees that, should there be any dispute concerning his/her participation in the program that would require adjudication by a court of law, such adjudication will occur in the courts of, and be determined by the laws of, the Commonwealth of Pennsylvania.
- 9.9 The Undersigned acknowledges that this agreement represents his/her complete understanding with SFU concerning SFU's responsibility and liability for his/her participation in the program, supersedes any previous or contemporaneous understandings he/she may have had with SFU on the subject, whether written or oral, and cannot be changed or amended in any way without written concurrence.
- 9.10 The Undersigned executes this release for full, adequate, and complete consideration fully intending to be bound by the same,
- 9.11 The Undersigned states that he/she is at least eighteen (18) years of age and fully competent to sign this Agreement.

THIS IS A RELEASE OF LEGAL RIGHTS READ AND UNDERSTOOD BEFORE SIGNING

Name of Participant:

Name of Witness:

Please Print

Please Print

Signature of Participant:

Signature of Witness:

Please Sign

Please Sign

Date

Date