Study Abroad Waiver and Release Agreement

Name: ____________________________________________________  MU ID: ___________________

Program & Location: ______________________________  Semester & Year Abroad: ______________________

Marymount University offers students the opportunity to enroll in overseas study abroad programs, some operated by different educational institutions. Certain potential risks to personal health and safety are associated with international travel and residence in a foreign country. By your participation in the study abroad program you understand and agree to accept these associated risks. Marymount University cannot guarantee the health and safety of participants in a study abroad program or eliminate risks from study abroad environments.

Please read, sign, and return this form before your study abroad program begins. Students who fail to return this form will not be allowed to participate in any programs offered through the Center for Global Education.

In consideration of Marymount University providing me the opportunity to participate in the study abroad program, I hereby agree and attest to the following:

Risks of Study Abroad
I understand that participation in the Program involves risks not found in study at Marymount University ("University"). These risks include: traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; transportation accidents; storms, floods, earthquakes, and other natural disasters; infectious diseases; inadequate medical care; remote access to medical treatment; criminal activity against me; armed insurrections; and terrorist activities. I have made my own investigation and am willing to accept these risks.

Personal Conduct
I understand and agree to abide by all applicable policies, rules, and regulations of the study abroad program. I acknowledge that I will be subject to sanctions enforced by Marymount University if I am not in compliance with these rules and regulations, including without limitation loss of monies paid to the program, early termination from the program, and disciplinary consequences up to and including expulsion. I agree to read thoroughly all materials provided to me by the CGE and any hosting organizations related to my study abroad term. I agree to attend and participate in any pre-departure or other orientation or information sessions required of me by the CGE related to my study abroad program.

Institutional Arrangements
I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University from any injury, loss, damage, accident, delay or expense arising out of any such matters.

Early Departure
If I decide to leave the Program before completing my course of study, I will provide the University with advance written notice of my intention to leave the Program. If I leave the Program prior to its completion, the University has no liability to provide or arrange for transportation, housing, dining or other services to me in connection with my early departure.

Standards of Conduct
A. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior violating 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 will comply with all rules and regulations issued by the University, faculty directors or any coordinating institution. It is within the faculty directors’ discretion to determine that my violation of such rules and regulations warrants my termination
from the Program. **In that event, I may be sent home at my own expense.** I agree that the University has the right to enforce its rules and regulations, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program, for violating these rules and regulations or for any behavior detrimental to or incompatible with the interests, harmony and welfare of the University, the Program or other participants. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees.

I also agree that I will (a) not buy, sell or **use drugs at any time,** (b) not engage in abusive use of alcohol, (c) participate in all classes and scheduled activities unless ill, and (d) abide by dress and cultural codes suitable in the countries visited.

**Medical Treatment**
I understand that I must fully describe all of my health and medical conditions on the Study Abroad Medical Self-Assessment and Release form, and I agree promptly to express any change or any health or safety concern to the program staff. MU may (but is not obligated to) take any actions it deems warranted under the circumstances for my health and wellbeing during the program. I agree to pay any and all expenses relating to medical care or treatment provided to me during the program, whether at my request, or at the direction of MU or the hosting university in their sole discretion. I understand that the standards or delivery of medical care may be different or inferior to what I may be accustomed. I understand that foreign programs may not regularly employ health care professionals and MU makes no representation with respect to accessibility or quality of services and facilities abroad. Appropriate treatments, especially psychological, may not be as readily available as in the United States. I agree to the waiver, release, and indemnification provisions in this agreement and specifically as they may relate to actions or omissions regarding my health, well-being and medical treatment.

**Assumption of Risk and Release of Claims**
Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree on behalf of my family, heirs and personal representatives to assume all the risks and responsibilities surrounding my participation in the Program. I and my heirs and successors and assigns agree to release, indemnify and hold harmless Marymount University, its past and present trustees, officers, employees, agents and the heirs, successors and assigns of each from any and all loss, cost, damage, liability or expense (including reasonable attorney’s fees) resulting in or arising from my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

**Insurance**
Marymount students are covered by Travel Guard Insurance while studying abroad. Travel Guard may not cover students after they have completed their studies at their host university. I understand that if I choose to travel independently after my courses are completed at my host university, arrangements for additional insurance will be my responsibility.

**Program Changes**
I understand that MU reserves the right to make cancellations, substitutions, or changes to my program in case of emergency or changed conditions or in the interest of the program in the sole discretion of MU. I understand and agree that as a result of any such change I may forfeit all or part of all program fees and monies paid or owing and/or course credit.

**Reason for Dismissal**
If I am dismissed from the study abroad program, I will be sent home at my own expense without refund of any monies and will remain responsible for all program fees and expenses incurred related to my participation in the program. The established MU academic policies regarding grades and withdrawal will be followed. Reasons for dismissal include, but are not limited to the following: any acts which directly or indirectly jeopardize the health, safety, and welfare of the student, other students of the program, or program personnel, violations of the host country’s civil and/or criminal statutes; illegal or excessive use of alcohol; the possession, use, or distribution of, or any attempt to use or distribute any illegal drugs or controlled substances as defined under Virginia or local foreign laws; fighting with, or any assault of program faculty or other personnel or other students with the program; intentional damage to, or destruction of, any attempt to damage or destroy program property or property of program personnel or other program students.

**No Agency or Control**
I understand that MU does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services connected in any way to this program.

**Pre-Departure Orientations, Post-Program Survey & Returnee Workshop**
I understand that I am required to attend all pre-departure orientation sessions schedule by the CGE prior to my departure. If I am unable to attend all of these sessions, I will complete an assignment given to me on behalf of the CGE to make up for the content missed and also schedule a pre-departure meeting to review said assignments prior to my departure. Upon my return.
I will complete and submit to the CGE, a study abroad questionnaire for the purposes of evaluating my program upon completion of my program and by the deadline given to me. Lastly, I will attend the schedule Returnee Luncheon/Workshop during the semester following my return from study abroad. If I am not able to attend said Luncheon/Workshop, I will schedule a one-on-one appointment with a CGE staff member to make up this requirement. Failure to submit the post-program evaluation and/or failure to attend the Returnee Luncheon/Workshop or assigned equivalent will result in the delay of my credit processing until the evaluation and/or assignment is completed.

Waiver and Release
I acknowledge that my participation in the study abroad program is completely voluntary and is provided by MU as a benefit to me. As a participant of the program, I recognize and acknowledge that there are certain risks of physical injury and other injuries and losses, and I agree to assume the full risk of any injuries, including death, damages or losses which I may sustain as a result of my participation in the program, or connected or associated with such participation. I do hereby full waive, release and discharge Marymount University, its Board of Trustees, affiliates, officers, agents and employees from any and all claims (including without limitation those from injuries, including death, damages, loss of credit, other losses, or expenses of any kind) arising out of or in any way connected to the study abroad program and my participation in the program. I hereby waive, release and warrant that I shall not bring any claim, by lawsuit, or otherwise, against Marymount University, its Board of Trustees, affiliates, officers, agents and employees directly or on my behalf of and is binding upon myself and my spouse, children, parents/guardians, heirs, executors, administrators and assigns.

Indemnification
I further agree to indemnify and hold harmless Marymount University, its Board of Trustees, affiliates, officers, agents and employees (the “Indemnitees”) from any claim, loss, or expense whatsoever, including without limitation reasonable attorneys’ fees, brought against or suffered by any of the Indemnitees due to any injury or loss in connection with my participation in the program, including without limitation any injuries caused by the negligence of MU, or as a result of my acts or omissions in connection with the program, or arising out of a claim directly or indirectly related to such participation brought by any other person and arising out of my acts or omissions.

Severability
The provisions of this Waiver and Release Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of other provisions herein.

Authority to Consent
I warrant and represent that I am at least eighteen years of age and have the capacity and ability to fully authorize the consents and agreements contained herein.

I have read and understand this Waiver and Release Agreement and execute it of my own free will and without any reservation whatsoever.

_____________________________  _________________________________
Signature                        Date