

St. Lawrence University
Center for International and Intercultural Studies

Release Agreement: Short-Term Domestic Component

To confirm your acceptance in a St. Lawrence University off-campus program, each student participant and the parent/guardian must sign this Release Agreement and *return page 5* to your faculty leader by the due date required

Insert travel destination & faculty name here:

PLEASE READ THE FOLLOWING DOCUMENT CAREFULLY BEFORE SIGNING ON PAGE 5.

PREAMBLE:

St. Lawrence University strongly supports off-campus programs as an excellent way in which students can prepare for living and working in a world of complex international interdependencies.

While St. Lawrence University is vigilant about its off-campus programs, it cannot eliminate all risks or guarantee the safety of each participant. To ensure that you have a full understanding of the risks and responsibilities of off-campus study, we ask that you read the following carefully before you sign this Release Agreement.

1. ASSUMPTION OF THE RISK, GENERAL RELEASE AND INDEMNITY:

I understand that there are certain dangers, hazards and risks inherent in off-campus study, including but not limited to those arising from sanitary or health conditions, crime, civil disturbances, and travel or other accidents. I understand that these dangers, hazards and risks could include property damage and serious or even fatal injuries. I acknowledge that in choosing to participate in this program I have made an independent assessment of the risks involved and am not relying on the statements or representations which may have been made by St. Lawrence University regarding my personal safety or the safety of my property while participating in the program.

Knowing the dangers, hazards and risks of such activities, and in consideration of being permitted to participate in this off-campus program, and acknowledging that my participation is entirely voluntary, I agree to assume all the risks and responsibilities surrounding my participation in the program and any activities undertaken in connection with the program, and in advance release, waive, forever discharge, and covenant not to sue St. Lawrence University, its governing board and its current and former Trustees, officers, agents, employees, and any students acting as employees (hereinafter referred to collectively as "St. Lawrence University") from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any damage or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, unless such liability arises solely from the negligence, recklessness, and/or intentional misconduct of St. Lawrence University, while I am in the off-campus program, engaged in any activities in connection with the program, or in transit to or from the program. I agree to hold St. Lawrence University harmless from any loss, liability, damage or cost that St. Lawrence University or any third party may incur due to my participation in any of the above-described activities, provided such liability is due to my negligence, recklessness and/or intentional misconduct.

Without in any way limiting the scope and generality of the foregoing, and in consideration of being permitted to participate in the off-campus program, I also agree as follows:

2. PERSONAL CONDUCT:

I understand that as a participant in this off-campus program I am subject to (a) the standards of conduct and academic regulations as stipulated in the St. Lawrence University Student Code of Responsibility in the *Student Handbook* and *University Catalog* (as may be modified from time to time and subject to section 11 below); and (b) additional regulations set by this off-campus program and by the Center for International and Intercultural Studies. I accept the obligation to understand and respect the rules and expectations of this program. I agree to abide by these rules and standards of behavior when I am participating directly in the program, socializing with other program participants, or alone. I understand that specific room and housing assignments are within the sole discretion of program administrators.

3. MEDICAL HEALTH, TREATMENT AND INSURANCE:

I have fully described on the Medical Report included in my application any health problems, and any relevant history of health concerns, both physical and psychological. I state that there are no undisclosed health-related reasons or problems which preclude or restrict my participation in this program. I further agree that I will promptly report any changes in my physical or psychological health status, prior to my departure for this program, to the Associate Dean for International Studies.

In the event of illness or injury to me, I authorize and grant permission to St. Lawrence University or any official representative of the off-campus program to secure medical treatment on my behalf including but not limited to surgery and the administration of an anesthetic; to notify my emergency contact if I am unable to grant consent or if circumstances warrant; and to grant, deliver or execute written or oral consents on my behalf to medical action as may be required or requested by service providers. I understand and agree that such action by St. Lawrence University shall be subject to the terms of this Release Agreement, and that St. Lawrence University assumes no responsibility or liability for any injury or damage which might arise out of or in connection with such authorized medical treatment. I further agree to accept all financial responsibility for such medical treatment and related services.

I understand that I am required to have adequate health, accident and hospitalization insurance to cover myself while traveling to and from the off-campus program and during participation in the program. I have arranged for adequate insurance to meet any and all such needs. I am providing details about my insurance on the accompanying form. I agree that St. Lawrence University is not responsible for attending to any of my medical or medication needs, that I assume all risk and responsibility therefore, and that if I am required to be hospitalized or otherwise receive medical treatment during this off-campus program, St. Lawrence University does not assume any responsibility for payment of such costs.

4. TRAVEL/TRANSPORTATION:

I understand that I will be traveling during the off-campus program by various modes of transportation, and I agree that St. Lawrence University is not responsible or liable for any loss of property, injury or death during such travel. I understand that St. Lawrence University strongly recommends that program participants not operate a motor vehicle while on this program. St. Lawrence University assumes no responsibility or liability should I be involved in an accident.

5. OTHER SERVICE PROVIDERS:

I understand that St. Lawrence University in no way represents, or acts as agent for, any host institution or program sponsor or for transportation carriers, hotels, and other suppliers of services that may be connected with this off-campus program. I understand and agree that St. Lawrence University is 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 the host institution, or any company or person engaged in providing or performing any of the services involved in this off-campus program. I understand and agree

that St. Lawrence University is not responsible or liable for any disruption of travel arrangements, or any consequent loss or additional expenses that may be incurred therefrom. I also understand and agree that St. Lawrence University assumes no responsibility or liability for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such belongings.

6. CRIMES, POLITICAL UNREST AND OTHER POTENTIAL CAUSES OF LOSS:

I understand and agree that St. Lawrence University assumes no responsibility or liability for any damage to or loss of property, expenses, injury or death arising out of crimes, political unrest, sickness, weather, strikes, hostilities, wars, natural disasters or other such causes.

7. POLICIES ON ILLEGAL DRUG USE AND ALCOHOL CONSUMPTION:

I understand that illegal drugs in any form are not tolerated on this program and that any student found using or possessing illegal drugs is subject to local laws and to immediate expulsion from the program. I agree to abide by this program's regulations regarding alcohol consumption.

8. LEGAL DIFFICULTIES:

I understand that it is my responsibility to be informed of local laws while a participant on this program. I agree that should I develop legal problems, I will attend to the matters personally and from my personal financial resources. I also understand and agree that St. Lawrence University is not responsible for providing any assistance under such circumstances.

9. WITHDRAWAL:

I commit to completing the program except under unusual circumstances such as severe illness or death in the immediate family. If I withdrawal for any other reason, I will be responsible for compensating the program for any expenses committed on my behalf.

10. DISCIPLINARY ACTION:

I understand and agree that St. Lawrence University and its agents and representatives -- the on-site director, the program sponsor, or the host institution -- may, at their discretion, impose disciplinary measures up to and including withdrawing me from the program should my actions or general behavior impede the operation of the program. Similarly, if my conduct violates university standards of conduct, program or host institution rules, or if my behavior is improper, unsafe, or brings the program into disrepute, I understand that I may be required to leave the program (with no refund of any monies paid) at the sole discretion of an agent or representative of St. Lawrence University and that I may be referred to the appropriate University officials for further disciplinary action. I understand that the elaborated judicial processes that exist on campus cannot be replicated on an off-campus program. I understand and acknowledge that I will be subject to discipline by the program director, or agents for program sponsor or the host institution. I agree that a decision to withdraw me from the off-campus program will be final. I understand that St. Lawrence University students who are dismissed for cause may have to apply for readmission. I understand that if I leave the program on my own initiative or am dismissed for cause I am not entitled to a refund of fees.

Without limiting the foregoing sentence, I understand that in the event I am involved in any matters brought pursuant to or under the University's Nondiscrimination, Discriminatory Harassment & Sexual and Interpersonal Misconduct Policies ("Policies"), the procedures found in those Policies may be adapted by the University as necessary to account for the out-of-country nature of the University's overseas programs, and the University reserves the right to make such modifications to those procedures in any given case as it deems appropriate.

11. GENERAL PROVISIONS:

St. Lawrence University reserves the right to cancel without notice or penalty the offering and conduct of an off-campus program, to make changes to the program, to withdraw any part of the program, and to make any alterations, deletions or modifications in the itinerary and/or academic program as deemed necessary or desirable, in light of the program goals, by St. Lawrence University, the host institution, or the program sponsor. St. Lawrence University shall not be liable for any losses whatsoever to program participants by reason of such cancellation or change. The University is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the University makes a flight arrangement. Any additional expense resulting from the above will be born by program participants.

This Release Agreement shall be governed by the laws of the State of New York, which shall be the forum for any lawsuit filed under or incident to this Release Agreement or the off-campus program and which shall be venued in St. Lawrence County or the Northern District of New York. The terms and provisions of this Agreement shall be severable, such that if any term is for any reason held to be unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected.

This Release Agreement constitutes the entire agreement between the undersigned persons and St. Lawrence University pertaining to the subject matter hereof. It is agreed that no oral or written representations, statements or inducements have been made, except as expressly set forth in this Release Agreement. No supplementation, modification, waiver or termination of this Release Agreement shall be binding unless executed in writing by the undersigned persons and St. Lawrence University.

PLEASE NOTE THAT THIS FORM REQUIRES THE SIGNATURE OF BOTH STUDENT AND PARENT OR LEGAL GUARDIAN REGARDLESS OF THE STUDENT'S AGE.

Return the completed form to your faculty leader by the due date required

I wish to participate in the off-campus program noted below. I understand that my participation is contingent upon attending all orientation meetings, reading all orientation materials, and submitting all required documents in a timely fashion. I further understand that I am obligated to maintain the academic, physical and psychological health, and disciplinary records on which my acceptance is based. I will report any changes in the above records to the associate dean for international studies promptly.

I have read and understand all of the terms of this five page Release Agreement, and I agree to be bound by those terms. It is my express intent that this agreement shall also bind my family, estate, heirs, administrators, personal representatives and assigns. I state that I am at least 18 years of age and fully competent to sign this five page Release Agreement, and that I have signed this five page Release Agreement as my own free act.

Signature of Participant

Date

Name _____

Travel Component & faculty leader name _____

As the parent or legal guardian of the participant whose signature appears above, I have read and understand all of the terms of this five page Release Agreement, and in consideration of my child/ward's participation, agree to be bound by those terms, and have given my child or ward permission to participate in this off-campus program. In consideration of my child/ward's participation, as parent or guardian I hereby guarantee the payment of all fees for tuition, housing, and all other financial obligations incurred or hereafter incurred by this student while participating in this program.

Signature of Parent/Legal Guardian

Date

Name of Parent/Legal Guardian _____