

COLLEGE OF ST. BENEDICT/ST. JOHN'S UNIVERSITY
STUDY ABROAD AGREEMENT AND WAIVER
Center for Global Education
Semester-Long Study Abroad Programs

In consideration for the opportunity to participate in the College of Saint Benedict's and Saint John's University's ("CSB/SJU") Education Abroad Program (also referred to as "Study Abroad" or the "Program"), I understand that I am obligated as a participant to abide by all Program policies, procedures, and instructions provided to me. As a Program Participant I agree to the following terms:

I. RELEASE OF LIABILITY AND FEE RESPONSIBILITY

A. Waiver of Rights and Release of Liability Agreement

1. I acknowledge that participation in the Program entails known and unknown risks that may result in physical or emotional injury, disability, death, personal injury to me, damage or loss of my property, or to other persons or parties or their property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities and purpose of the Program. I expressly agree and promise to accept and assume all of the risks that relate to participation in the Program. My participation in the Program is voluntary and I elect to participate in the Program in full recognition of all known or unknown risks whether or not the same may be reasonably anticipated.
2. I and on behalf of myself, my parents, any guardian, spouse, heirs, successors, assigns, personal representative and estate, forever discharge, and agree to indemnify and hold harmless the College of Saint Benedict ("CSB"), Saint John's University ("SJU"), the Center for Global Education ("CGE") and all related corporations, divisions, Program Directors, officers, staff, employees, agents, volunteers, participants, and all other persons or entities acting in any capacity on behalf of the Program ("Related Parties") from any and all claims, demands, or causes of action or liability of any kind whatsoever, which results from, arises out of or is in any way connected with my participation in the Program.
3. As a participant in a Program through CSB/SJU, I have reviewed and understand the [Study Abroad online Student Handbook](#), the [Study Abroad Online Academic & Disciplinary Policies](#), and all policies contained therein. I understand and agree that I have a continuing obligation to conform my conduct with all CSB/SJU policies as represented in the [J-Book](#) and [Bennie Book](#).
4. I understand that there are unavoidable and unforeseen risks in participating in Study Abroad. I acknowledge that I have access to information from the [US State Department](#), as well as the [Centers for Disease Control information](#), on travel to, in, and around, my Program site country; that I am aware of and understand the risks and dangers to my own health and personal safety posed by the use of public transportation to and from and in my Program site country, by domestic or international terrorism, and civil unrest, political instability, crime, violence, disease, and public health conditions related to my study abroad program. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in, or,

around my Program.

5. I understand that CSB/SJU, and the Program cannot and will not provide me with 24 hour supervision while I am a participant in this Program. I acknowledge that I will have periodically the opportunity and independence to leave the activities of the Program, and when I elect to do so I am responsible for informing the Program Director and/or any other official representative of the Program of my plans to travel included, but not limited to, the time, destination, mode of travel and companions. I understand that neither the Program nor CSB/SJU are responsible for non-Program travel including travel prior to the start date of the Program or after the end date of the Program and I assume full and complete responsibility for my own supervision and all associated risks.
6. I understand that CSB/SJU and the Program cannot assume responsibility for the actions of persons not employed or otherwise engaged by CSB/SJU or the Program, for events that are not part of the Program. This also includes events that are beyond the control of CSB/SJU, the Program, and any persons engaged by the Program for situations that may arise because a participant, including me, fails to disclose important and pertinent information.

B. Program Change, Modification, Cancellation and Fee Policies

1. I am responsible for any and all required payments, charges and fees applicable to the Program and my participation. I have read the [Cancellation Policies](#) of the Program and I agree to abide by them and pay or reimburse the Program for any fees or amounts due the Program under any and all circumstances. If I decide to cancel my participation, I must notify CGE in writing.
2. In the event that CSB/SJU, or anyone acting on behalf of the Program is required to incur any costs, including reasonable attorney's fees, to enforce this Agreement or to pay any amount resulting from injury or damage to myself, my property, or Program property, I agree to indemnify and hold those entities or persons harmless from all related fees and costs.
3. I understand that CSB/SJU, with its affiliates, reserves the right to make cancellations, changes or substitutions to the Program in cases of emergency or changed conditions or in the general interest of the Program. CSB/SJU will provide me with as much advance notice as reasonable, under the circumstances, of any intention to cancel or substantially change the Program for which I have applied. I understand that CSB/SJU, the overseas host/guest institution, or the foreign government may prematurely cancel the Program even after I have arrived in the foreign country. In that event, CSB/SJU will make a good faith effort to mitigate expenses. In the event of such occurrence, I understand that I may be responsible for certain expenses.
4. CSB/SJU and the Program shall bear no responsibility or liability for any losses or claims incurred by me in connection with an early cancellation of the Program. If I decide to remain in the foreign country after premature Program cancellation initiated by CSB/SJU or the Program, I understand that I will be required to bear full responsibility and all liability for my own care and safety and that I shall release CSB/SJU and the Program from any responsibility or liability.

5. If I decide to leave the Program before its official end date, I will provide the Program Director and CGE with reasonable advance written notice of my intention to leave the Program and the applicable effective date. If I leave the Program prior to the end date, CSB/SJU and the Program will have no responsibility or liability related to providing or arranging transportation, housing, dining or any other services related to my early departure. The decision to leave the Program early may affect the academic grade and credit I receive for the Program.

C. U.S. Department of State Travel Alerts/Warnings/Cautions

1. I understand that in the interest of the safety of program participants, CGE will monitor and respond to U.S. Department of State's Travel Alerts/Warnings/Cautions found at: www.travel.state.gov. In the event that a Travel Alerts/Warnings/Caution is issued, CSB/SJU and the Program will reasonable efforts to use the information to guide decisions regarding Program changes and cancellations. See section I.B, above.

D. Authorization to release Protected Health and Dietary Information & Responsibility to Maintain Insurance Coverage

1. After my acceptance in the Program I will complete and submit the *Health and Safety Information Form* as required. I hereby authorize and request CSB/SJU and the Program to copy and release this information to persons, institutions, or health care providers that have a reasonable need to know. I acknowledge that I may be required to provide separate forms or additional consents as required by the host country. I understand that I have the opportunity to provide limits and restrictions to the release of this information. This authorization will remain in effect through the completion of my Program. However, I may revoke this authorization at any time, through a writing that is signed, dated, and effectively presented to CGE for processing. I understand that such revocation does not apply to any information already released or collected, in good faith, by the Program.
2. To prevent any dangerous delay in an emergency, if I am unable to consider and provide informed consent for necessary medical services or treatment, I hereby authorize CSB/SJU and the Program to procure all necessary medical assistance for me while I am a participant in this Program and to authorize any competent medical person to do all things reasonably necessary including the administration of anesthetics and surgery to treat any injury or illness which occurs during my participation in the Program. I agree to reimburse the Program for any costs incurred.
3. I understand that per CSB/SJU institutional policy, I will be enrolled in international accident and sickness insurance. Such insurance will provide in-country medical insurance, emergency medical evacuation, and repatriation of remains. I acknowledge that this coverage is mandatory and without exception.
4. I understand it is my responsibility to evaluate my comprehensive health, accident, and liability insurance, along with protection for any accident, disability, repatriation or any loss related to my person, my property or my activities throughout my participation in the Program. I am responsible to determine and acquire the appropriate levels and applications of insurance coverage and policies. In addition, I fully understand and agree that I am responsible for any expenses not covered by any insurance coverage plans and policies.

5. I agree that I am responsible for requesting reasonable accommodations related to a documented disability in a reasonable time frame prior to departure. These accommodation requests should be made clear on my *Health and Safety Information Form*. I understand that in order to receive accommodations I must first register with the [Student Accessibility Services](#) and provide all documentation required. I also understand that I must contact the [Student Accessibility Services](#) Office to request that they submit an accommodations letter to CGE. I further understand that my requested accommodations may not be available at the overseas site, but that every effort will be made to provide alternative accommodations whenever possible.
6. I understand that if I do not make my medical and psychological needs known in a timely manner, CSB or SJU may delay my participation in the Program until reasonable accommodations can be determined.
7. I understand that if in the course of the Program, CGE in consultation with the Program Director and CSB/SJU may determine in its good faith judgment that the health, safety or welfare of myself or others, or the integrity of the Program, is jeopardized by my behavior, I agree to withdraw or be subject to removal from the Program and return to the U.S. In such case I may lose all academic credit for the Program and remain responsible for the full payment of all program fees.

II. ACADEMIC AND CONDUCT POLICIES

A. Academic Standards

1. I understand that the Program is first and foremost an academic program. I have read the online [Academic Policies](#) and I will abide by the standards set forth therein.
2. I understand that students on academic and/or disciplinary probation cannot study abroad. If I am placed on academic or disciplinary probation between my date of acceptance and before attending the Program, I will be removed from the program.
3. I understand attendance in all classes for all courses and other scheduled activities is mandatory. Unexcused absences may affect the final grade and possibly my continuance in the Program. Hosting my guests will not be seen as an excused absence from class or program activity.

B. Standards of Conduct

1. While participating in the Program, I will adhere to the [Study Abroad Student Handbook](#) policies along with the [J-Book](#) and [Bennie Book](#) policies. I understand that local laws enforced in the host country will prevail. I also understand that neither CSB/SJU, the Program, nor the US Embassy has any authority to exempt me from local laws that may require fines or incarceration for such acts.
2. While participating in the Program, I shall not:
 - i. Buy, sell or use illegal drugs, including marijuana, at any time;
 - ii. Engage in abusive use of alcohol;
 - iii. Fail to participate in any classes and/or scheduled activities unless ill;
 - ~~iv.~~ Willfully or negligently cause damage or destruction to property or equipment

belonging to the Program or affiliated organizations and institutions; and I will not

- v. Indulge in behavior detrimental to the conduct of the Program or the safety of myself or others; and
 - vi. Violate any laws or regulations of the host country.
3. I agree to comply with all rules and regulations established by CSB/SJU, CGE, the Program Director, and/or any of their designees.

C. Student Disciplinary Procedures

1. I understand that if I violate the standards of conduct outlined in the J-Book or the Bennie Book, and/or if my actions violate any rules or regulations outlined by the Program, I may be subject to sanctions up to and including immediate removal from the Program and/or from CSB or SJU. I understand this means I may also lose all academic credit for the Program, and remain responsible for full payment of all fees. This includes but is not limited to behaviors or actions:
 - i. Disruptive to the educational aims of the Program;
 - ii. Harmful to the social and/or legal relationship which exists between the host country and the institutions and students of CSB/SJU;
 - iii. Harmful to me or to other students or staff;
 - iv. Inconsistent with the policies or missions of the sponsoring institutions.
2. I agree to release information about my conduct violations abroad to the CSB/SJU Deans of Students Offices and/or my parents or guardians.
3. CSB/SJU and the Program shall bear no responsibility or liability for any losses or claims incurred by me in connection with my removal from the Program. If I decide to remain in the foreign country after premature Program removal initiated by CSB/SJU or the Program, I understand that I will be required to bear full responsibility and all liability for my own care and safety and that I must release CSB/SJU and the Program from any responsibility or liability.

ALL STUDENTS PARTICIPATING IN THE EDUCATION ABROAD PROGRAM AGREE TO THESE POLICIES BY VIRTUE OF THEIR PRESENCE IN THE PROGRAM.

I acknowledge and affirm that I have taken adequate time to carefully review this Agreement along with all other ancillary forms and policies referenced herein and that I understand my commitments related to participation in the Program.

As witness by my electronic signature below, I agree to all terms and conditions of this Agreement made effective with the date of my signature.