

Agreement/Release Form

For Participants in University at Albany-administered overseas academic activities.

To the Student: As with all academic programs, certain conditions must be adhered to in order to preserve program integrity. As a necessary precaution to protect the State of New York, the State University of New York and the University at Albany, these conditions are listed below. We ask that you **read carefully** and **indicate with your signature that you understand them and will comply**. If you are a participant under the age of 18, your parent or guardian's signature is also required.

Informed consent and agreement to these conditions is a **required condition of participation** for all University at Albany-administered or arranged overseas academic programs, and for all University at Albany credit-bearing or course related or other University-sponsored or arranged overseas travel. If you have any questions concerning this document (or any pre-departure procedures or forms), consult the orientation and other pre-departure materials supplied or contact the Office of Study Abroad and Exchanges at the University at Albany.

I, [PRINT FULL NAME] _____, have agreed to participate in an overseas academic program, or a credit-bearing, course related, or other University initiated overseas activity (hereafter called "the program") sponsored by the University at Albany, State University of New York (hereafter called "the University" or the University at Albany), either in collaboration with an international host organization or organizations, or by arrangement of a University at Albany faculty member, in [NAME OF COUNTRY] _____ from [INTENDED START DATE] _____ to [EXPECTED END DATE] _____.

I understand and hereby acknowledge that my participation in the program is wholly voluntary. In consideration of the University's agreement to permit me to participate in the program, by my signature below, I agree to and acknowledge the following:

A. I acknowledge that I am aware that there are risks involved in participation in a study abroad program and that I am willing to assume those risks.

By my signature below, I certify that I understand and hereby acknowledge that:

1. My participation in the program will require transportation to and habitation in another country and may involve my being subject to risks relating to travel or arising out of program activities, and
2. I have, as advised by the program's acceptance materials, reviewed the U.S. Consular Information Sheets and Travel Warnings [contained on the U.S. Department of State Consular Affairs web site] and the Travelers Health section of the Center for Disease Control's web site, and by those means, been informed of such risks. I have diligently endeavored to learn about the country or countries and specific locations within those countries I will visit so as to be aware of the health and safety risks that I may face. 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 the country in which this program is located.
3. I release the University, the State University of New York, and the State of New York, their officers, trustees, employees, and agents from any and all liability, damage or claim of any nature arising out of, or in any way related to participation in this program, the transportation, health care that may be provided, or in any independent activities undertaken as an adjunct thereto.

B. I acknowledge that I have appropriate insurance coverage, will be prepared to pay for expenses not covered by insurance, and will disclose pre-existing health issues, and will ascertain the need for and obtain necessary vaccinations and recommended medications.

By my signature below, I certify that I understand and hereby acknowledge that:

1. The University requires that all students participating in an overseas academic program be covered by appropriate accident and medical insurance and that the participants be financially responsible for such expenses. The University may require the purchase of a health insurance policy specifically approved by the State University of New York as a condition of participation in a program;
2. I will be covered for the duration of the program and for any pre- or post-program travel by a comprehensive health and accident insurance policy which provides coverage for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country in which I will be living and/or traveling while on the program;
3. I understand that payment for medical expenses overseas may have to be advanced and reimbursement sought later from an insurance carrier;
4. I absolve the University of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I may incur while I am abroad.
5. I understand that the University requires that participants planning to operate a motor vehicle while overseas obtain liability and collision insurance that will cover them in applicable foreign countries;
6. I understand that the University also recommends that participants in overseas academic programs insure their property from loss and theft.
7. I agree to report to the University any physical or mental condition I have which may require special medical attention or accommodation during the program at least sixty (60) days prior to the starting date of the program.
8. As advised by the program's acceptance materials, or the Travelers Health section of the Center for Disease Control's internet page, or my doctor I have ascertained what the recommended vaccinations and medications for the area I will be traveling to and I am solely responsible for securing any necessary immunizations prior to departure and for obtaining recommended or required medications needed while abroad.

C. I absolve and release the University from liability for things and events that are beyond its control.

By my signature below, I certify that:

1. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, hold harmless, release and forever discharge the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of actions, judgments, damages, expenses, and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my participation in the program and/or any travel incident thereto.
2. I understand and acknowledge that the University in no way represents or acts as an agent for transportation carriers, hotels, and other suppliers of services connected with this program and the University assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, *force majeure*, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any flights, regardless of

- whether the University makes a flight arrangement, accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond the University's control or for any additional expense occasioned by any of the foregoing and understand and acknowledge that any additional expense resulting from such operational and/or itinerary changes will be paid by me ;
3. I understand and acknowledge that in the event that I become detached from a trip group, fail to meet a departure bus, airplane or train, or become sick or injured, I will bear all responsibility to seek out, contact and connect with the group at its next available destination; and that I shall bear all costs involved in contacting and reaching the trip group at its next available destination.
 4. I understand and acknowledge that if, due to weather, flight schedules, or other uncontrollable factors, I am required to spend additional nights, the University will not be responsible for my hotel, transfers, meal costs, or other expenses; and
 5. I understand and acknowledge that my baggage and personal property are transported at my risk entirely and, as noted above, the University also recommends that participants in overseas academic programs insure their property from loss and theft.
 6. I release the University, its officers, agents, and employees from any and all liability, damage or claim of any nature whatsoever arising out of, or in any way related to my participation in this program, including but not limited to the medical authorization given to the University, acts of God, acts or omissions of any third parties (including but not limited to common carriers, hotels, restaurants, host families, or overseas organizations, or other firms or agencies); and
 7. I indemnify and hold harmless the University, its officers, agents, and employees harmless from any damage or liability incurred as a result of any illness I may suffer, including the costs of any medical care, or any injury or damage to the person or property of others which I may cause, or from any financial liability or obligation which I may personally incur, while participating in the program.
 8. I understand and acknowledge that it is my responsibility to determine and meet prerequisites for classes I hope to take in the program and I understand and acknowledge that the University can not guarantee me placement in classes at an overseas institution and indemnify and hold the University, its officers, agents, and employees harmless from any damage or liability incurred due to the inability to enroll in or cancellation of, or my failure to complete with a satisfactory grade a class at an overseas institution.

D. I acknowledge that I am aware that the University has the right to make changes to the program.

By my signature below, I certify that I understand that:

1. The University reserves the right to make changes to the program at any time and for any reason, with or without notice, and that the University shall not be liable for any loss whatsoever to me by reason of any such change;
2. The University reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments and types of housing assigned when arrangements are made by the University are within the sole discretion of the University;
3. The University reserves the right, at its sole discretion, to cancel the program or any aspect thereof prior to departure; and, at the University's sole discretion, to cancel the program or any aspect thereof after departure, requiring that all participants return to the United States if the University determines or believes that any person is or will be in danger if the program or any aspect thereof is continued. Should the University cancel the program prior to its start date, a full refund of monies paid to the University by participants will be made. In the event that a program is cancelled after the start of the program, the University will refund only uncommitted and recoverable funds.

E. I acknowledge that I am responsible for my conduct during the period of my participation in

this program, am responsible for following through on acceptance and post participation procedures, and am responsible for paying for the program.

By my signature below, I certify that:

1. In regard to my conduct while a participant in this study abroad program I understand that:
 - a. All participants in the program are subject to the University's regulations and guidelines (including but not limited to those contained in the *General Information Handbook* and other orientation materials), the University at Albany and my home SUNY campus's code of conduct, the host University's regulations and guidelines, as well as the laws of the host country. I agree to obey those rules, guidelines, regulations, codes, policies and laws.
 - b. The University reserves the right to decline to accept or retain me in the program at any time should my actions or general behavior impede the operation of the program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the University or the laws of the host institution or host country, I understand that I may be required to leave the program at the sole discretion of the University's employees, agents and representatives, and I may be referred to the appropriate University officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the program.
 - c. The University is not responsible for the defense of a participant accused of a violation of the laws of the host country or rules of the host institution or organization and is not responsible for the payment of any fines or other penalties resulting from such violations. I agree to be responsible for any damage or liability incurred as a result of any illness or accident I may suffer, including the costs of any medical care not covered by insurance, or any injury or damage to any person or property of others which I may cause, or for any financial liability or obligation which I may personally incur, while participating in the program.
2. As a participant in this study abroad program, I pledge to conduct myself in a manner that reflects favorably on my home campus, on the State University of New York, the University at Albany, the State of New York, the United States of America, and myself.
3. I understand and acknowledge that the manufacture, distribution, possession, use or sale of controlled substances as defined by New York State and/or U.S. Federal Law, and/or the laws of the host country is prohibited during study abroad. I understand that I will be directly subject to the laws and legal procedures of the host country and host organization as applied to the use, possession and distribution of illegal drugs, and these will be strictly enforced by local authorities.
4. I understand and acknowledge that I am solely responsible for ascertaining the lawful age for the possession or consumption of alcoholic beverages in the host country and for my conduct in compliance with local laws as enforced by local authorities.
5. I agree to participate fully in all portions of the program, and further agree 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 University's Office International Education: Study Abroad and Exchanges or the program's resident director or University at Albany faculty member leading the program.
6. I understand and acknowledge that in order to secure my courses/tutorials and/or housing placement at my overseas host institution, I may be required to submit the appropriate forms to both the Office of International Education: Study Abroad and Exchanges at the University at Albany, my home campus if not the University at Albany, and to the appropriate office(s) at the overseas institution in a timely manner as specified in acceptance materials steps by any deadlines noted, and I indemnify and hold harmless the University, its officers, agents, and

employees harmless from any damage or liability incurred as a result of my failure to follow instructions, return necessary required forms, or take any necessary actions required or recommended by the University or my host institution.

7. I am aware of the nature and the cost of the program I agree to pay the Program Fees, Tuition, Differential, or other charges that were specified on the program budget or Estimate of Costs that I received with my offer of admission to the University at Albany program and will guarantee that all financial obligations will be met by the deadline(s) specified on the bill statement. Financial aid recipients will submit all documentation required by their home campus's Financial Aid Office and will either remit any balance owing by the payment deadline(s) or arrange for a deferment through the University at Albany Office of International Education: Study Abroad and Exchanges prior to the payment deadline.
8. I understand and acknowledge that if I withdraw before the start of the program I will be responsible for paying any part of those costs that cannot be recovered by the University or that the University may still be required to pay on my behalf. If I withdraw from the program after its starting date, I will not expect to receive a refund of any program fees, differentials, or other charges and, depending on the rules of the host university, may not receive a refund of SUNY tuition. I may also be obligated to repay any financial aid awards that I received in support of my participation in the program. I also acknowledge that I have read and understood the section of the *General Information Handbook* concerning the University's policies on refunds in the event of a participant-initiated withdrawal from the program after its start. I agree to pay to the host university or organization those fees indicated in acceptance materials as paid directly.
9. I acknowledge that I have found online and read copies of the *General Information Handbook* and understand its content. I agree to abide by the guidelines, rules, and procedures described in the *Handbook* and outlined in any program specific materials provided or directed to be read online. I also agree to abide by any rules and procedures that may be provided by faculty or staff involved in the organization, implementation, and delivery of the program.
10. I agree to complete all the academic work required by my program or host university before the end of my study abroad term/semester/session, or academic year, whichever is applicable, and to remain on site until that date. I understand that the only exceptions to the foregoing may be earlier departure in the event of a medical or personal emergency, or in the event that I have completed all my examinations within a stated examination period at the end of the term/semester/session or academic year, and have received permission for an early departure from the program's resident director or host university official and arranged for "Incomplete" grades to be recorded, or in the case of faculty-led overseas courses, if the faculty member of record allows course work to be completed after the overseas experience has ended.
11. I understand and acknowledge that it is my responsibility to determine if I must request from my overseas host that a statement of my academic work be forwarded to the Office of Study Abroad and Exchanges at the end of my program and if so will comply with the overseas host's instructions.

F. I give permission for photographs of me and statements by me to be used in publicity materials.

I give my consent for the University, the State of New York, the State University of New York, the overseas institution I attend, and agencies, organizations, and individuals cooperating with the University in the administration of the program to use images of me or written statements from me in promotional and informational materials.

G. I authorize the release of my student, health, and insurance records as described below.

According to the provisions of Public Law 93-380 (20 USC 1232g-Family Educational Rights and Privacy Act of 1974) and laws concerning the use of medical records

commonly referred to as HIPPA, and in connection with my participation in the Albany overseas program indicated above, I hereby authorize the Office of International Education: Study Abroad and Exchanges and its officers, agents, and employees, the Office of the Registrar, the Office of Financial Aid, the Office of Judicial Affairs, or any other office of the University at Albany, representatives of my home campus, representatives of my insurance providers, medical staff in whose care I may be, the staff of the organization or institution I am attending overseas, to communicate with each other and with my parents or guardian or others whose names I provided in my application or on my Emergency Contact list and provide to them or receive from them any academic, medical, or financial information deemed appropriate to assist with health care, to ensure continuation of enrollment at my home university, or enrollment in insurance (e.g. Enrollment Verification or other similar documents) or for any other purpose deemed appropriate to ensure my health and safety in, facilitate financing my participation in, and ensure the receipt of academic credit for my program, including the release of an academic transcript to my home campus upon program completion to an address I provide.

I understand that copies of the medical and academic records submitted as part of my application or acceptance procedures may be provided to the overseas program staff or the overseas institution that I will attend and, though we request that all records be kept in the strictest confidence, once sent, these records will be subject to the laws of the country they reside in. I waive any requirement that I be furnished a copy of these records prior to or concurrent with their release.

This *Agreement/Release Form* remains effective until my relationship with the University at Albany overseas program is terminated, judicial actions resolved, financial accounts are settled, and grades recorded, with the exception of Section F, which remains in force until rescinded in writing for specific images or quotes.

I agree that the terms of this *Agreement/Release Form* are to be construed under the laws of the State of New York, and that if any portion thereof is held invalid, the balance thereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this *Agreement/Release Form* and terms of participation that are specified in the program's orientation materials.

SIGNATURE: _____ DATE: _____

PRINT FULL NAME: _____

PARENT or GUARDIAN'S SIGNATURE (if under age 18)
