

## **Participation in Studies in Foreign Country (Behavior Contract)**

This form is to be completed by any individual who desires to participate in a Study Abroad Program. "Participant," as used in this document, is defined as any student, faculty advisor, employee of the College, member of the alumni, or any other individual permitted to participate in the program as a student or otherwise.

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### 1. Desire to Participate in the Academic Program.

Participant desires to participate in a Study-Abroad Program ("Program") arranged through St. Joseph's College from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, on location in the foregoing country(ies) of \_\_\_\_\_ ("Foreign Country"). It is expressly acknowledged that Participant is not required to participate in this Program.

### 2. Waiver of Institution Liability for the Risks and Dangers.

Participant understands that there are certain dangers, hazards, and risks inherent in international travel and the activities included in the Program, which also could include serious or even mortal injuries and property damage, and that St. Joseph's College cannot and does not assume responsibility for any such personal injuries or property damage.

### 3. Acceptable Conduct by Participant.

3.1 The Participant is aware of the expected behavior of Participant while participating in this Program. The Participant is aware that, as a guest in a foreign country, there is a certain behavior that is unacceptable and could lead to possible disruption of Participant's participation in the Program. Participant assures St. Joseph's College that Participant shall act in an appropriate manner at all times, and will follow all rules, regulations, policies and procedures of St. Joseph's College at all times.

3.2 Participant also agrees to the following:

(i) to conduct him/herself in an appropriate manner and not infringe upon the customs and mores of the country(ies) in which the Program is being conducted, nor upon the rights and safety of other Program participants.

(ii) not to possess, use, or sell illegal drugs.

(iii) not to excessively consume alcoholic beverages.

(iv) to bear full responsibility for his/her own sexual behavior and not to engage in any inappropriate sexual activity.

(v) to attend all classes, school-related activities and complete all assigned work required in the Program.

3.3 Participant acknowledges that violation of the above rules and regulations, any term of this Agreement, or any other rules, regulations, or policies or procedures of St. Joseph's College is cause for immediate dismissal from the Program without refund.

#### 4. Participant Responsibility for Medical Needs.

4.1 The Participant acknowledges that he/she has consulted with a medical doctor with regard to his/her personal medical needs and that there are no health-related reasons or problems which preclude or restrict Participant's participation in this Program.

4.2 Participant is aware of all applicable personal medical needs, as well as having arranged for adequate hospitalization and other health care insurance to meet any and all needs for payment of medical expenses while undertaking this Program. Participant agrees that St. Joseph's College cannot be and is not responsible for attending to any of Participant's medical or medication needs, that he/she assumes all risk and responsibility therefor, and that if the Participant is required to be hospitalized while in a foreign country or in the United States during this Program, St. Joseph's College cannot and does not assume any legal responsibility for payment of such costs.

#### 5. Disclaimer of Institution Responsibility.

5.1 Participants understands that St. Joseph's in no way represents, or acts as agent for any Host Institution in any foreign country, the transportation carriers, hotels, and other suppliers of services connected with this Program. The Participant further understands and agrees that St. Joseph's College, its governing board, employees, and agents are:

(i) 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 Program;

(ii) Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes;

(iii) Not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

6. St. Joseph's Rights and Powers.

6.1 St. Joseph's reserves the following rights and powers:

(i) The right to cancel without penalty the offering and conduct of the Program;

(ii) The right to withdraw any part of the field trip and to make any alterations, deletions or modifications in the itinerary and/or academic Program as deemed necessary by St. Joseph's or by the course instructors as agents of St. Joseph's.

7. Potential Travel and Accommodation Problems.

7.1 The Participant 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 Participant acknowledges and understands that St. Joseph's College 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 St. Joseph's College harmless therefrom.

7.2 Participant acknowledges and understands that in the event Participant becomes detached from the field trip group, fails to meet a departure 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 attendant to contacting and reaching the field trip group at its next available destination.

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

8. Legal Problems.

The Participant acknowledges and understands that should Participant have or develop legal problems with any foreign nationals or government of any foreign country, Participant will attend to the matter personally with his/her own personal funds. St. Joseph's College is not responsible for providing any assistance under such circumstances.

9. Governing Law: Forum.

This Agreement shall be construed in accordance with the laws of the State of New York, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

10. Assumption of the Risks Involved.

10.1 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Program, the Participant on behalf of him/herself and his/her family, heirs, and personal representative(s), agrees to assume all the risks and responsibilities surrounding participation in the Program, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance releases, and forever discharges, and covenants not to sue St. Joseph's College, its governing board, officers, agents, employees, and any Participants 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 Participant may have or which may hereafter accrue to him/her, 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 foreign country(ies) where the Program or any adjunct to the Program occurs or is being conducted.

10.2 Participant understands and agrees that "Releasees" do not have medical personnel available at the location of the Program, during transportation, at any Host Institution, or anywhere in the Foreign Country(ies). Participant understands and agrees that "Releasees" are granted permission to authorize emergency medical treatment, if necessary, at Participant's sole expense, including the administration of an anesthetic and surgery, and such medication as may be prescribed, and that such action by "Releasees" shall be subject to the terms of this Agreement. Participant understands and agrees that "Releasees" assume no responsibility for any injury or damage which might arise out of or in connection with such emergency medical treatment. It is further agreed that, if his/her condition so requires, Participant may be returned to the United States, at his/her own expense.

10.3 It is the Participant's express intent that this release and hold harmless agreement shall bind the members of his/her family and spouse, if Participant is alive, and his/her family, 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 by any such individuals the above-named "Releasees."

10.4 In signing this Release, the Participant acknowledges and represents that the he/she has been fully informed of the content of this waiver of liability and hold harmless agreement by reading it before signing it, and by signing this document as his/her own free act and deed confirms that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

10.5 Participant executes this release for full, adequate, and complete consideration, including the opportunity to enjoy the benefits of this Program, and for other good and valuable consideration, and fully intending to be bound by the same.

10.6 Participant attests that he/she is at least eighteen (18) years of age and fully competent to sign this Agreement, and that if he/she is not eighteen (18) years of age, his/her parent or guardian shall sign this Agreement below.

**I acknowledge that I have read the above statement in its entirety, that it represents a release of legal rights, and that I am signing this Agreement freely, knowingly, and voluntarily, with a full and complete understanding of its terms.**

PARTICIPANT:

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
\*(Co-signature of parent or guardian if Participant is under 18 years of age.)

\*As parent or guardian of the above-referenced Participant, I acknowledge that I have read and fully understand this Agreement, and agree to be fully bound by its terms.