

# Study Abroad

## **SAMPLE OF ASSUMPTION OF RISK AND RELEASE FORM**

Please read this document carefully and share it with your parents. You will be required to sign the actual "Assumption of Risk and Release Form" before your departure. **We will provide you with the formal document to be signed** at the Mandatory OIE Prep Meeting: PART TWO.

### **Georgia Institute of Technology Study Abroad Programs Release, Covenant Not To Sue, Indemnity and Assumption of Risk Form**

#### **THIS IS A RELEASE OF LEGAL RIGHTS—READ AND UNDERSTAND BEFORE SIGNING**

This form applies to students participating in all Georgia Institute of Technology Study Abroad Programs, including Faculty-Led Study Abroad Programs, Exchange Programs, and International Academic Projects. Unless otherwise indicated, all text in this document applies to participants in each type of program.

- A *faculty-led study abroad program* is one that is organized and led by one or more GT professors for a group of students.
- Participants in *international academic projects* are engaged in independent study, a conference, or research that will be partially or wholly completed outside of the United States.
- *Exchange programs* are based on formal agreements with a university outside of the United States that allow for one or more students to study at that university abroad for a summer, a semester, or an academic year.

**Program Name:** \_\_\_\_\_

I hereby agree as follows:

1. **Eligibility.** I understand that I must be in good standing in order to participate and remain in a study abroad program. To this end, I give permission to Georgia Institute of Technology's Office of International Education to check my academic and disciplinary records to confirm my eligibility for participation at any time prior to the departure of or during my program. Further, I understand that dismissal from a program because of failure to meet the good standing requirement may result in the loss of all monies paid for participation in my chosen study abroad program.
2. **Risks of Education Abroad.** I understand that participation in the Georgia Institute of Technology Study Abroad Program specified above (the "Program") involves risks not found in study at the Institute. These include risks involved in 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 utilities, including computing facilities, buildings, public places and conveyances; local medical and weather conditions; and other matters. I acknowledge that participation in the Study Abroad Program involves possible damage to property, illness and injury, including death. I have made my own investigation, including a review of any applicable U.S. State Department Announcements and Advisories and am willing to accept these risks.
3. **Export Control.** I understand that it is my responsibility to comply with applicable export control laws.
4. **Institutional Arrangements.** I understand that the Institute 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 related to the Program. I understand that any reimbursement I might receive shall be in accordance with the orientation material. I further understand that the Institute is not responsible for matters that are beyond its control. I hereby release the Institute from liability for any injury, loss, damage, accident, delay, or expense arising out of any such matters.
5. **Accompaniment for Exchange Programs and International Academic Projects.** I understand that I will not be accompanied by a faculty or staff member of the Georgia Institute of Technology when I go abroad.
6. **Health and Safety.**
  - a) If I am not a citizen of the United States, I understand that the services of the U.S. government may not be available to me while abroad, including assistance in an emergency. I further understand that I should contact the embassy of my home country in the country (-ies) where I will study to notify them of my study there and to obtain information about my government's services for citizens in foreign countries.
  - b) I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that the Institute is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility thereof. If I require medical treatment or hospital care, in a foreign country or in the United States, during my participation in the Program, the Institute is not responsible for the cost or quality of such treatment or care. I have had an opportunity to consult with a medical doctor with regard to my personal medical needs. I certify that there are no health-related reasons or problems that preclude or restrict my participation in this Program. I agree to maintain adequate medical and evacuation insurance.
  - c) The Institute may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety, including but not limited to medical treatment. I agree to pay all expenses related thereto and hereby release the Institute from any liability for any such actions.

- d) The Institute may, through the Dean of Students or his/her designee, contact my parent(s) or other designated emergency contact, and disclose otherwise confidential or private information, including, but not limited to, medical information if, in the Dean's or designee's discretion, such disclosure is necessary or desirable in order to assist or resolve an emergency involving, me. Additionally, GT Health Services may provide the Dean of Students, his/her designee, my parent(s) or legal guardian(s) or healthcare personnel abroad medical information if, in the Dean's or designee's discretion, such disclosure is necessary or desirable in order to assist or resolve an emergency involving, me.
7. **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 which violates those laws or standards could harm the Institute's relations with those countries and the institutions therein, as well as my own health and safety. I will become familiar with, and will abide by, all such laws and standards for each country to or through which I will travel during my participation in the Program.
- b) I acknowledge and agree that in consideration of permission being granted for me to participate in the Georgia Institute of Technology Study Abroad Program listed above, the policies, procedures, rules, and standards of the Georgia Institute of Technology, including but not limited to the Georgia Institute of Technology Student Conduct Code and the Study Abroad Orientation materials, shall govern my participation in the Program and I agree to obey such policies and procedures at all times. I waive and release all claims against the Institute, including its employees, members, servants and agents that arise at a time when I am not under the direct supervision of the Institute or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions.
- c) I agree that the Institute has the right to enforce the standards of conduct described above, in its sole judgment, and that it may impose sanctions, including without limitation immediate exclusion from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, & welfare of the Institute, the Program, or other Program participants. In addition to normally available sanctions, if I am excluded from the Program, I consent to being sent home at my own expense with no refund of fees, and I understand that I may be subject to further disciplinary action upon my return to the Institute.
- d) I will be responsible for and attend to any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel during my participation in the Program. The Institute is not responsible for providing any assistance under such circumstances.
8. **Program Changes.** The Institute has the right to make cancellations, substitutions, or changes in the case of emergency or changed conditions including without limitation the level of participant interest in the Program. I understand that the Institute's fees and program charges are based on current fares, lodging rates, and travel costs, which are subject to change. If I leave or am excluded from the Program for any reason, there will be no refund of fees already paid. I 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. If I become detached from the Program group, fail to meet a departure bus, airplane, boat, train, or other transit or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.
9. **Credit and Financial Aid for Participants in Exchange Programs.** I understand that as a participant in this program, I must register for and pass, with the GT equivalent of a C or higher, at least 12 GT credit hours, unless otherwise arranged in writing with the Office of International Education (OIE). I also understand that I must submit a completed Foreign Credit Approval Form granting me permission to transfer these credits, and I must submit to the OIE a completed Verification of Enrollment Abroad form within 2 weeks of the start of my overseas classes (or by the GT drop date, whichever is earlier). I further understand that if I receive Financial Aid through the GT Office of Student Financial Planning and Services, I must submit the Foreign Credit Approval form before I depart for my overseas program in order to be eligible for financial aid for the term(s) I am abroad.
10. **Assumption of Risk and Release of Claims** NOW THEREFORE, knowing the risks described above, and in consideration of being permitted to participate in the Program and of the professional and educational enrichment and academic credit that I may derive from this educational experience, even though said activity is not a requirement of my course of study, and other valuable consideration, the receipt whereof is hereby acknowledged, I do hereby, in addition to the releases stated in the above paragraphs, for myself, my heirs, executors, administrators, and assigned waive, release, covenant not to sue and forever discharge the Board of Regents of the University System of Georgia and Georgia Institute of Technology and their members, agents, servants and employees and the individual(s) responsible for, and employed by, the Program and their agents (each of the foregoing being hereinafter referred to as the "University") of and from any and all manner of action or actions, causes or causes of action, including, but not limited to negligence, suits, debts, accounts, damages, claims and demands of whatsoever in law, in admiralty, or in equity or otherwise, which I have or may acquire by reason of injury or death, damage or harm to person, or property while participating in said travel and/or study program or study programs, arising out of, or connected with, participation in said travel and/or study program or study programs. Further, I agree to defend, indemnify and hold harmless the University from any and all claims, demands, and/or causes of action arising out of my own actions while participating in the Program.
11. **Orientation.** I acknowledge that I have received, read, and understand the orientation materials and all policies and procedures discussed in those handouts, that they are incorporated into this Assumption of Risk and Release form by reference, and that I understand all of the terms and conditions, including those stated above for participation in a study abroad program.