

UNION
COLLEGE

INDEPENDENT STUDY ABROAD PARTICIPANTS AGREEMENT
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

with

**The Trustees of Union College in Town of Schenectady
in the State of New York (a/k/a Union College)**

and

(Print Student's Name)

This Agreement is made effective as of _____, 20____ with **The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College** (hereinafter "Union College") and _____ (hereinafter "Student").

Dates of Travel: _____

Destination(s): _____

Attach itinerary, include modes of transportation to, within and from destination(s), hotels/housing, and schedule.

IN CONNECTION WITH MY TRIP TO THE ABOVE-REFERENCED DESTINATION(S):

1. I have carefully identified, reviewed and considered the risks of travel to my destination(s), including by reading information from the sources listed below. Please note that Independent Study Abroad programs may not include travel to countries under a U.S. State Department travel warning or countries subject to U.S. economic sanctions (provide a web link to those countries).

a. The most recent relevant U.S. State Department ("DOS") information regarding:

i. The destination(s) available through:

http://travel.state.gov/travel/travel_1744.html;

ii. The Travel Warning(s) available through:

http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html;

b. The most recent relevant information from the Centers for Disease Control ("CDC") available through <http://www.cdc.gov/travel/default.aspx>;

c. The most recent relevant information from the World Health Organization ("WHO") available through <http://www.who.int/ith/en/index.html>; and

2. Assumption of Risk. I acknowledge that I am voluntarily participating in the travel described above. I also acknowledge that my participation in this travel and program may expose me to significant risks including, but not limited to, terrorism, war, serious bodily injury or death, property damage, and other risks that may not be foreseeable. **I understand that Union College is not responsible for my safety and I voluntarily assume full responsibility for all risks associated with my participation in the program and travel.**

3. Rights Of Union College. I acknowledge that Union College reserves the following rights and powers:

a. The right to cancel without penalty to Union College of the offering and continuation of the program.

b. The right to cancel the program or any aspect thereof after departure, requiring me to return to the United States if, in Union College's sole discretion, it determines or believes that I am or will be in danger if the program or any aspect thereof is continued.

c. The right to withdraw any part of the program and to terminate, alter, delete, or modify the itinerary and/or program as deemed necessary by Union College.

4. I acknowledge that requests to receive Union College credit for course work or study completed during my travels will be evaluated according to Union College's procedures for evaluating the credits earned at other institutions for transfer credit. I understand that I must receive approval for credit transfer or for fulfillment of academic requirements in advance of my study abroad.

5. I acknowledge that, although Union College faculty and staff members may have assisted me in planning this travel, the decision to travel, the creation of the itinerary, the decision to use a third party provider to coordinate aspects of my program such as an internship, and all other arrangements are mine.

6. I acknowledge that conditions in my destination(s) may change rapidly and I will stay informed of current events on a frequent, at least daily, basis by obtaining updated security and health information from (and registering with) the nearest U.S. Embassy or Consulate General (see Travel Warning for contacts), and from the DOS, CDC, and WHO websites. I will also enroll in the STEP program (Smart Traveler Enrollment Program, which provides notice of travel warnings) with the U.S. Consulate(s) nearest my destination(s). If I am not a U.S. citizen, I will register with my home country's Embassy or Consulate and get updated information from the U.S. and my home country's Embassies or Consulates, and the DOS, CDC, and WHO websites.

7. I acknowledge that in the event the U.S. State Department imposes a travel warning during my program, I am required to follow the U.S. State Department's instructions and to develop a plan to arrange for my departure in accordance with those instructions. Upon my request, Union College will endeavor to arrange on my behalf travel arrangements to a safe location which will be communicated to me and my parents or legal guardians. Should I choose not to cooperate with Union College and/or to travel to a safe location as proposed by Union College and/or the U.S. State Department, I will forfeit course credit.

8. I understand that Union College assumes no liability for any medical, hospital, other health care provider and/or related expenses incurred by me while on the Academic Program. I acknowledge that I have purchased international insurance offered by Union College and have read and understood the GeoBlue Student Accident and Sickness Insurance Policy and the Policy exclusions. I agree to be bound by the Policy.

10. I acknowledge that I have discussed my travel with my parents or legal guardians who has also read and signed this form as indicated below.

11. **Financial Obligations.** I understand that if I incur and fail to pay any financial obligations associated with the Academic Program that Union becomes responsible for, including but not limited to damages to living or educational accommodations assessed due to my conduct, unpaid fees for travel, contractor services, etc., such failure may cause my grades and records to be withheld until I satisfy such financial obligations.

12. **Comprehensive Fee.** The cost for Independent Study Abroad (ISA) programs is one-third of the annual comprehensive fee. I recognize that Union's comprehensive fee may differ from the fees of program providers. Students are also responsible for arranging and paying for round-trip airline travel to the destination, passport fees, visa fees (if necessary) and the study abroad fee for health insurance. Schedule A summarizes the tuition and fee schedule for all of Union College's study abroad programs.

13. **Withdrawal From a Program.** I understand that if I withdraw from an off-campus program, my deposit will be forfeited. In addition, I may be responsible for additional expenses beyond the deposit if I withdraw from the program while it's in progress or less than 60 days before the program arrival date. Refer to the Union College International Programs (Study Away) Withdrawal Policy that is incorporated by reference into this Agreement. Students/Parents are advised to review the Policy in Schedule B.

14. **Waiver And Release Of Claims.** I hereby release, waive, covenant not to sue, and forever discharge Union College, its trustees, officers, servants, agents or employees (hereinafter referred to as "releasees") of any and from any claims, demands, liabilities, actions, and rights and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while traveling to the destination(s) described above. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my traveling to the destination(s) described above and participating in the program. I further hereby agree, to the fullest extent permitted by law, to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur as a result of my travels. It is my express intent that this Wavier shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named releasees.

It is understood and agreed by all parties signing this Agreement that Union College is not responsible for any adverse consequences resulting from this travel and program regardless of any representations or statements made by Union College, its agents, employees, officers, or faculty about the travel or program or decision to enroll in the host institution.

15. **Severability:** I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any action in regard to this Agreement or arising out of its terms and conditions shall be instituted before the New York State Supreme Court, Schenectady County.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this ____ day of _____, 20_____.

THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING.

Student's Signature _____

Print Student's Name: _____

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____, 20____, _____
("Student/Participant") known to me to be the individual described in and who executed the foregoing instrument, came to me personally and acknowledged to me that (s)he executed the same.

NOTARY PUBLIC

CO-SIGNATURE OF PARENTS OR GUARDIAN IS REQUIRED

***Both** of your parents/guardians **MUST** sign below unless one of your parents is deceased or has sole legal custody or if you are financially independent. A note explaining the circumstances must be attached to this form if both parents do not sign.

PARENTS OR GUARDIAN'S STATEMENT: I have been informed of my son's/daughter's plans to study abroad in _____ (country/program name) during the _____ term of _____ (year). I have read and understood the information relevant to my son's/daughter's program; specifically, the International Programs [Code of Conduct](#), the [Health and Medical Form for International Travel](#) (addresses medical emergencies overseas), and the [Tuition and Credit Guidelines](#).

PARENT/GUARDIAN

(Signature)

(Printed Name)

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____, 20____, _____
(Parent/Guardian) known to me to be the individual described in and who executed the foregoing instrument, came to me personally and acknowledged to me that (s)he executed the same.

NOTARY PUBLIC

PARENT/GUARDIAN

(Signature)

(Printed Name)

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____, 20____, _____
(Parent/Guardian) known to me to be the individual described in and who executed the foregoing instrument, came to me personally and acknowledged to me that (s)he executed the same.

NOTARY PUBLIC

SIGNATURE OF DIRECTOR OF INTERNATIONAL PROGRAMS

**THE TRUSTEES OF UNION COLLEGE IN THE
TOWN OF SCHENECTADY IN THE STATE OF
NEW YORK a/k/a UNION COLLEGE**

By: Lara Atkins
Its: Director of International Programs

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss:

On the ____ day of _____, 20____, before me personally came **LARA ATKINS**, to me known, who, being by me duly sworn, did depose and say that she is the **Director of International Programs of The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College**, the corporation described in and which executed the above instrument; and that she signed her name thereto by authority of the Board of Trustees of said corporation.

NOTARY PUBLIC

COMPLETED FORMS SHOULD BE RETURNED TO THE STUDY ABROAD OFFICE

- Attachments: Itinerary [include modes of transportation to, within and from destination(s)]
 Cell Phone Number(s) and Email Address(es)
 Hotels/housing
 Schedule
 Latest Travel Warning Policy

Schedule A - Overview of Study Abroad Program Costs Academic Year 2017-18

| Program | Comprehensive Fee | \$650 Study Abroad Fee | Room and Board Tuition Credit | \$3530 Mini Term Fee | \$50 Study Abroad Fee/Term |
|--|-------------------|------------------------|-------------------------------|----------------------|----------------------------|
| Argentina Winter Break Mini Term | | | | X | |
| Argentina Fall Term Abroad | X | X | | | |
| Australia Fall Term Abroad | X | X | | | |
| Bali Winter Break Mini Term | | | | X | |
| Belgium Fall Exchange | X | | X ¹ | | X |
| Brazil Fall Term Abroad | X | X | | | |
| Cambodia Spring Term Abroad | X | | | | X |
| China Fall Term Abroad | X | X | | | X |
| China Summer Mini Term | | | | X | |
| Civil Rights Winter Break Mini Term | | | | X ² | |
| Community Service Winter Break Mini Term | | | | X ³ | |
| Cuba Winter Break Mini Term | | | | X | |
| Czech Republic Fall Exchange | X | | | | X |
| Drawn to Paris Winter Break Mini Term | | | | X | |
| Egypt Winter Break Mini Term | | | | X | |
| England (London) Spring Term Abroad | X | | | | X |
| England (York) Fall Exchange | X | X | | | |
| Ethiopia Winter Break Mini Term | | | | X | |
| Fiji Fall Term Abroad | X | X | | | |
| France (Lille) Winter Exchange | X | | X ¹ | | X |
| France Fall Term Abroad | X | X | | | |
| Germany Spring Term Abroad | X | X | | | |
| Greece Fall Term Abroad | X | | | | X |
| Holocaust History Summer Mini Term | | | | X | |
| Independent Study Abroad Winter/Spring Terms | X | | | | X |
| India Winter Break Mini Term | | | | X | |
| India Winter Term | X | X | | X | |

¹ Students will be expected to pay their own room and board abroad.

² Students will only pay \$3,500 for this mini-term.

³ The mini-term fee is estimated at \$2,400 and covers the airfare between Schenectady and New Orleans, all room and board, both in Louisiana and on campus before and after the trip, plus all fees and local transportation in Louisiana. The exact mini-term fee may change due to variability in transportation costs.

Schedule A - Overview of Study Abroad Program Costs Academic Year 2017-18

| Program | Comprehensive Fee | \$650 Study Abroad Fee | Room and Board Tuition Credit | \$3530 Mini Term Fee | \$50 Study Abroad Fee/Term |
|---|-------------------|------------------------|-------------------------------|----------------------|----------------------------|
| Ireland Fall Term Abroad | X | X | | | |
| Italy (Florence) Spring Term Abroad | X | X | | | |
| Italy (Sicily) Spring Term Abroad | X | X | | | |
| Japan Fall Term Abroad | X | | | | X |
| Kenya Combined Winter/Spring Terms | X | | | | X |
| Klemm Fellow Internship Winter Break Mini Term | | | | X ⁴ | |
| London Winter Break Mini Term | | | | X | |
| Martinique Winter Break Mini Term | | | | X | |
| Mexican American Border Winter Break Mini Term | | | | X ² | |
| National Health Systems Program - Summer | X ⁵ | X | | | |
| New Hampshire Presidential Primary Winter Break Mini Term | | | | X ² | |
| New Zealand Winter Break Mini Term | | | | X | |
| Non-Union Study Abroad - Winter/Spring Terms | X ⁶ | | | | X ⁷ |
| Paris Louvre Winter Break Mini Term | | | | X | |
| Russia Spring Term Abroad | X | X | | | |
| San Francisco Spring Term | X | | | | |
| Senegal Summer Mini Term | | | | X | |
| South Africa Winter Break Mini Term | | | | X | |
| Spain (Cordoba) Winter Break Mini Term | | | | X | |
| Spain (Seville) Fall Term Abroad | X | X | | | |
| Spain Summer Mini Term | | | | X | |
| Thailand Winter Break Mini Term | | | | X | |
| Turkish Fall or Winter/Spring Exchange | X | | X ¹ | | X |
| Vietnam Fall Term Abroad | X | X | | | |

¹ Students will be expected to pay their own room and board abroad.

² Students will only pay \$3,500 for this mini-term.

³ The mini-term fee is estimated at \$2,400 and covers the airfare between Schenectady and New Orleans, all room and board, both in Louisiana and on

⁴ Students will not be billed for this program that is a non-credit bearing internship program fully funded by the Klemm Fellowship.

⁵ Students should contact Financial Aid for further information.

⁶ Students are billed Union College's comprehensive fee for the winter and/or spring terms (or a full year's comprehensive fee in the case of the William Cady Stone Fellowship academic year program) and Union College will pay the tuition, room, and board to the host institution. The total amount paid to the other institution, including course waivers or any fees for additional courses shall not exceed the cost of the Union comprehensive fee for the applicable number of terms abroad. If the host institution will allow a fifth course for an additional fee, Union College will pay that fee. Students are responsible for paying any amount that exceeds the Union comprehensive fee for the applicable number of terms abroad.

⁷ Union study abroad insurance must be purchased if GeoBlue (formerly HTH) is not the medical insurance of the program provider.

Union College International Programs (Study Away) Withdrawal Policy

The success of study away programs from the Union campus requires student commitment well in advance of the anticipated dates of the term of study. When a student withdraws after having made a commitment to such a program, it may be too late to offer the spot to another student who was willing and able to participate. Also, Union College incurs expenses well before a program begins that cannot be recovered when students withdraw. In the case of mini-terms, withdrawals can jeopardize the viability of the program. The International Programs Withdrawal Policy is designed to prompt students to consider their commitment to the program to which they have applied in light of the financial consequences of withdrawal. This policy applies to all Union- and non-Union study away programs, including mini-terms.

Other Charges/Credits

| Item | Prior to Program Start Date | On/After Program Start Date |
|---|------------------------------------|--|
| \$600 Study Abroad Fee, if applicable | Credited to student account | Pro-rated based on percentage of time abroad |
| \$50 (\$30) Health Insurance Fee for full-term (mini-term) | Credited to student account | No reimbursement |
| Allowance (meals, internal transportation, cell phone, etc.), if applicable | Credited to student account | Pro-rated based on percentage of time abroad |

If you withdraw from the program or do not complete it in its entirety and have received a fellowship, you may be responsible for re-paying it. Contact Financial Aid if you have taken loans from Union.

Withdrawal Fees

Unless one of the exceptions listed below applies, a student who withdraws from participation in a program or is no longer allowed to participate because of Union College disciplinary sanctions will be charged a withdrawal fee in addition to the aforementioned forfeited deposit. The withdrawal fee is based on the date of official withdrawal, as indicated in the table below. Official withdrawal occurs when a student informs the International Programs office of the withdrawal in writing or the International Programs office informs the student of his or her ineligibility to participate.

| <u>When Official Withdrawal Occurs</u> | <u>Withdrawal Fee</u> |
|---|---|
| Up to 60 days before program start date | \$350 |
| 59-31 days before the start* | \$2500 |
| 30 days before the start* | \$3150 (mini-term), \$4000 (all other programs) |
| During the program | \$3150 (mini-term), \$5000 (all other programs) |

*If a student withdraws 1 – 59 days before the start of a program, Union College will make a good faith effort to replace the student with another qualified student or to obtain a refund from its overseas providers; the withdrawal fee will not apply if a replacement student is found or to the extent that the College obtains a refund.

Exceptions to Withdrawal Fee:

Students will not be charged the withdrawal fee if any of the following occurs:

- The student withdraws from Union College for medical reasons during the program in accordance with Union College's medical withdrawal policy.
- A documented medical situation occurs before the start of the program that prevents the student from participating in the program.
- A student becomes ineligible to participate in the program because of insufficient overall GPA.
- A student becomes ineligible to participate if, in spite of following the proper procedures in a timely manner, the student was denied a visa by the host country.