

Hobart and William Smith Colleges and Union College Partnership for Global Education

**STUDENT AND PARENT PARTICIPANT'S AGREEMENT
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

This Release is executed by _____ whose address is _____, hereinafter referred to as the "Participant"; and executed also by the parent(s) or guardian(s) of Participant, _____, whose relationship to Participant is _____ and whose address is _____; to the Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College, a New York State corporation with an office located in Schenectady, New York 12308 and to the Trustees of Hobart and William Smith Colleges (The Colleges of the Seneca) in the City of Geneva in the State of New York, a New York State corporation with an office located in the Geneva, New York 14456, hereinafter collectively referred to as "the Partnership for Global Education" hereinafter referred to as "PGE."

1. I, the undersigned, am a student qualified for, accepted, and now attempting to complete enrollment in the program in _____ (hereinafter referred to as the "Academic Program") from _____, _____ through _____, _____ on location in the country(ies) _____ (month) (year) (month) (year) of _____.

2. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family arising out of my participation in the Academic Program.

RELEASE

3. I understand that there are certain dangers, hazards, and risks inherent in international and domestic travel and the activities included in the Academic Program, including, but not limited to, exposure to infection and infectious diseases, rebellion, insurrection, internal turmoil, and crime, which could result in serious or even mortal illness or injuries and property damage; and that PGE cannot and does not assume responsibility for any such personal injuries or property damage. I hereby release, discharge and agree to hold harmless PGE, Union College, Hobart and William Smith Colleges, their trustees, agents, employees, representatives and volunteers, from any and all liability arising out of or in connection with my participation in the Academic Program. For purposes of this Release, liability means all claims, demands, losses, causes of action, suits or judgments or any kind that I or my heirs, executors, administrators, and assigns may have against PGE, Union College, Hobart and William Smith Colleges, their trustees, agents, employees, representatives and volunteers, because of a failure to pass any course or class or obtain any particular grades, personal injury, accident, illness, or death or because of any loss or damage to property that occurs to a person including me or to my property during the Academic Program and that results from any cause including but not limited to the passive or active negligence or other acts of PGE, Union College, Hobart and William Smith Colleges, their trustees, agents, employees, representatives and volunteers, other than fraud, willful misconduct, or a knowing violation of the law.

July 31, 2018

INDEMNIFICATION

4. Notwithstanding any insurance coverage which may be in effect and in addition to any additional undertakings referred to herein, I will, to the extent allowed by law, defend and indemnify and hold harmless PGE, Union College, Hobart and William Smith Colleges, and each of their trustees, agents, employees, representatives and volunteers (hereinafter collectively referred to as the "Releasees") from any and all liability, claims, losses, expenses, judgments or demands including the obligations of the Releasees on account of any similar Agreement the Releasees have with me, including demands arising from injuries or death of persons and damage to property, arising directly or indirectly out of my participation in the Academic Program, save and except for claims or litigation arising from the willful misconduct of PGE and I will make good and reimburse the Releasees for any expenditures, including reasonable attorneys' fees that the Releasees may have by reason of such matters, and if requested by the Releasees, I shall defend such suit at my sole cost and expense.

5. I am aware of the behavior that is expected of me while participating in this Academic Program. I am aware that, as a guest in a foreign country, there is certain behavior that will be unacceptable and could lead to possible disruption of the Academic Program for such inappropriate behavior. I hereby assure PGE that I will conduct myself in an appropriate manner at all times; and, in the event PGE is in any manner directly or indirectly damaged as a result of a claim brought about due to my conduct or behavior, I hereby agree to hold harmless the Releasees from any and all damage, loss expense (including all attorneys' fees), or liability which the Releasees may suffer.

RIGHTS OF PGE

6. PGE reserves the following rights and powers:
- a. The right to cancel without penalty the offering and continuation of the Academic Program.
 - b. The right to cancel the Academic Program or any aspect thereof after departure, requiring that all participants return to the United States if, in PGE's sole discretion, it determines or believes that any person is or will be in danger if the Academic Program or any aspect thereof is continued.
 - c. The undersigned acknowledges the right of PGE to withdraw any part of the Academic Program and to terminate, alter, delete, or modify the itinerary and/or Academic Program as deemed necessary by PGE or by PGE's course instructors and/or program directors. In the event a decision is made to terminate an Academic Program on site, for any reason, it is at the discretion of PGE as to how the program will be completed.

NO ASSUMPTION OF LIABILITY

7. The undersigned acknowledges and understands that PGE assumes no liability whatsoever for any loss, damage, destruction, theft, or the like to his/her luggage or personal belongings. My baggage and personal property are transported at my risk entirely.

8. I understand and acknowledge that PGE 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 PGE, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations,

mechanical defects, failure or negligence of any nature however caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond PGE's control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, PGE will not be responsible for my hotel, transfers, meal costs or other expenses.

9. I acknowledge and understand that should I have or develop legal problems with any foreign nationals, the government of the host country, or any legal official in the United States, I will attend to the matter personally with my own funds. PGE does not guarantee what, if any, assistance it can provide under such circumstances.

10. I acknowledge and understand that in the event I become detached from the Academic Program 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 reach the Academic Program group at its next available destination; and I understand that I will bear all costs attendant to contacting and reaching the Academic Program group at its next available destination. All services and accommodations are subject to the laws of the country in which they are provided.

LIVING ARRANGEMENTS

11. PGE does not in any way warrant or make any representations as to the conditions or standards of my living arrangements or assure that different students on the Academic Program will have equal accommodations or accommodations with the same proximity to the classes. I understand and acknowledge that there is significant variety in possible living arrangements.

CONDUCT

12. PGE, the colleges that make up PGE, PGE's program directors and/or course instructors, have the authority to establish the rules necessary for the operation of the program. They have the sole discretion to decide that a student should be separated from the program because of a violation of such rules, for disruptive behavior, for conduct which could bring the program and/or PGE or its members into disrepute, or for conduct which violates any policy or procedure of the student's college. The decision to so separate the student shall be final. I understand and agree that use or possession of narcotics, or any other illegal substance on the Academic Program is expressly prohibited. I understand that if I am required to leave the program, I may be referred to the appropriate College officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the program fees. In addition, I understand that I will return home at my own expense. For Union College participants specifically, the following policies are incorporated by reference and made a part hereof: (i) International Programs Code of Conduct, (ii) Health and Medical Form for International Travel (addresses medical emergencies overseas), and (iii) Tuition and Credit Guidelines.

EXCURSIONS, OUTINGS, OFF-HOURS AND BREAKS

13. I agree and acknowledge that PGE cannot and shall not be held responsible for my safety needs or well-being during any period in which I am not directly participating in the Academic Program (including off hours and breaks). I further recognize that I do not have the right to use my own automobile or to provide my own transportation at any time during the Academic Program.

14. I agree that while participating in Academic Program-sponsored excursions or outings (if any), if I wish to have family or friends participate, PGE must give written permission and such family or friends must sign a separate Agreement provided by PGE releasing and indemnifying PGE from any and all injury or damages that may be sustained by such family or friends while participating in the activity.

**ACKNOWLEDGEMENT OF INHERENTLY DANGEROUS ACTIVITIES
AND ASSUMPTION OF RISK**

15. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Academic Program, on behalf of myself, my heirs, and personal representative(s), I, the undersigned, do hereby agree to assume all the risks and responsibilities surrounding my participation in the Academic Program, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance do hereby release and forever discharge, waive, and covenant not to sue the 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 I may have or which may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including, but not limited to, suffering and death, that may be sustained by me or by any property belonging to me while in, on, upon, or in transit to or from the premises where the Academic Program or any adjunct to the Academic Program occurs or is being conducted.

16. I understand and hereby acknowledge that I have reviewed the U.S. Consular Information found at <http://www.travel.state.gov/travel/>, as well as the Centers for Disease Control information at <http://www.cdc.gov/> and <http://www.cdc.gov/travel/> on travel to, in and around the site of the Academic Program. PGE will make this information available upon request. I am aware of and understand the risks and dangers of travel to, in and around the site of the Academic Program, including but not limited to the dangers to my own health and personal safety posed by the use of public transportation in and around the site of the Academic Program, and by civil unrest, political instability, terrorism, crime, violence, and disease in and around the site of the Academic Program. I acknowledge that in living and traveling in major international cities I may experience increased crime, pollution, high population density, or standards of living and health standards that are not equivalent to life in the United States. Students must take every precaution to safeguard their health and to protect their personal belongings from theft. I acknowledge that PGE recommends that I never travel alone, particularly at night. 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 site of the Academic Program.

MEDICAL INSURANCE AND MEDICAL NEEDS

17. I understand that PGE assumes no liability for any medical, hospital, other health care provider and/or related expenses incurred by me while on the Academic Program. I represent and warrant that I am and will be covered throughout the Academic Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I may sustain or experience overseas, and more specifically in the country(ies) in which I will be living and/or traveling while on the Academic Program.

18. Hobart and William Smith students: By my signature below, I certify that my health insurance policy will adequately cover me while outside the United States and I absolve PGE of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I may incur while I am in the Academic Program.

Union students: 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.

19. I understand and agree that Releasees do not have medical personnel available at the location of the Academic Program or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this agreement. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. If I am

required to be hospitalized while in a foreign country or in the United States during this Academic Program, PGE cannot and does not assume any legal responsibility for payment of such costs.

20. I am aware of my personal medical needs, am aware that PGE cannot be and is not responsible for attending to any of my medical needs, and hereby assure PGE of having consulted with a medical doctor with regard to any personal medical needs. I further hereby assure PGE that I have assumed all such risks and responsibilities. I agree to report to PGE any physical or mental condition I have which may require special medical attention or accommodation during the Academic Program at least 30 days prior to departure.

FINANCIAL OBLIGATIONS

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

22. I recognize that fee charged by PGE may differ from the fees of program providers.

WITHDRAWAL FROM A PROGRAM

23. I understand that if I withdraw from an off-campus program, I may be responsible to pay a withdrawal fee based on the date of the official withdrawal. 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. Specifically, I will be held accountable for any expenditures made on my behalf that the PGE is unable to recoup, such as housing or hotel deposits, tuition payments to other schools, excursion deposits, contracts for coursework or internships arranged specifically on my behalf, etc.

24. I am aware that if I withdraw from the off-campus program after arrival at the program site, I may not return to campus to take classes that semester except under extraordinary circumstances, as determined by the dean's office, the Center for Global Education at HWS and/or The International Programs Office at Union College and the Vice President for Student Affairs.

MISCELLANEOUS

25. In signing this Agreement, I acknowledge and represent that I have fully informed myself of the content of the foregoing Waiver of Liability and Hold Harmless Agreement by reading it before I sign it, and Understand that I sign this document as my own free act and deed; no oral representations, statement, or inducements, apart from the foregoing written statement, have been made. I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

26. I further agree that this Agreement shall be construed in accordance with the laws of the State of New York. If any terms or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. 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.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this _____ of _____
(day)

_____, _____
(month) (year)

THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING.

ALL SIGNATURES MUST BE NOTARIZED

STUDENT/PARTICIPANT

(Signature)

Program: _____

(Printed 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 GUARDIANS 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.

UNION COLLEGE PARENT'S 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

(Signature)

By: Lara Atkins
Its: Director of International Programs

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF SCHENECTADY) ss:

On this _____ of _____, 20____
(day) (month) (year) 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; that she knows the seal of the corporation; that the seal affixed to this instrument is such corporate seal; that it was affixed by order of the corporation's Board of Trustees; and that she signed her name thereto by like order.

NOTARY PUBLIC

SIGNATURE OF DIRECTOR OF THE CENTER FOR GLOBAL EDUCATION

THE TRUSTEES OF HOBART AND WILLIAM SMITH COLLEGES IN THE TOWN OF GENEVA IN
THE STATE OF NEW YORK a/k/a HOBART AND WILLIAM SMITH COLLEGES

(Signature)

By: Thomas J. D'Agostino
Its: Director of the Center for Global Education
Executive Director, Partnership for Global Education

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF ONTARIO) ss:

On this _____ of _____, 20____
(day) (month) (year) before me personally came THOMAS J. D'AGOSTINO known to
me, who, being duly sworn, deposed and said that he resides at 272 STILL MEADOW DRIVE, in
MACEDON, New York; that he is the DIRECTOR OF THE CENTER FOR GLOBAL EDUCATION of
Hobart and William Smith Colleges in the Town of Geneva in the State of New York, the corporation
described in and which executed the above instrument; that he knows the seal of the corporation; that the seal
affixed to this instrument is such corporate seal; that it was affixed by order of the corporation's Board of
Trustees; and that he signed his name thereto by like order.

NOTARY PUBLIC

**This original form must be signed, notarized and returned by mail to the appropriate office below.
Receipt of this form is required for your participation in the program. *Note that faxed versions are not
acceptable* – signatures and notary stamps must be originals.**

Center for Global Education | Hobart and William Smith Colleges | 300 Pulteney St | Geneva | NY | 14456 | Phone: (315) 781-3307

International Programs Office | Union College | Old Chapel 3rd Floor | Schenectady, NY 12308
Phone: 518-388-6002

Schedule A - Overview of Study Abroad Program Costs

Academic Year 2024-25

Program	Comprehensive Fee	\$600 Study Abroad Fee	Room and Board Credit	\$3900 Mini Term Fee	Health Insurance Fee
Argentina Winter Break Mini Term				X	\$30
Argentina Fall Term Abroad (even years)	X	X			\$50
Armenia Spring Term Abroad	X	X			\$50
Australia Fall Term Abroad	X	X			\$50
Bali Winter Break Mini Term (odd years)				X	\$30
Belgium Fall Exchange	X		X ¹		\$50
Brazil Fall Term Abroad (odd years)	X	X			\$50
Cambodia Winter Term Abroad	X				X
China or Taiwan Fall Term Abroad	X				X
China Summer Mini Term				X	\$30
Egypt Winter Break Mini Term				X	\$30
England (London) Spring Term Abroad	X				\$50
England (York) Fall Term Abroad	X	X			\$50
Fiji Fall Term Abroad (odd years)	X	X			\$50
France (Lille) Winter Term Exchange	X		X ¹		\$50
France Fall Term Abroad	X	X			\$30
Germany Spring Term Abroad	X	X			\$30
Greece Fall Term Abroad	X				\$30
Holocaust History Mini Term				X	\$30
Independent Study Abroad Winter/Spring Terms	X				\$50
India Winter Break Mini Term				X	\$30
India Winter Term (odd years)	X	X			\$50
Ireland Fall Term Abroad	X	X			\$50
Italy (Florence) Spring Term Abroad	X	X			\$50
Italy (Populonia) Summer Break Mini Term				X	\$30
Italy (Sicily) Spring Term Abroad	X	X			\$50

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

Schedule A - Overview of Study Abroad Program Costs Academic Year 2024-25

Program	Comprehensive Fee	\$600 Study Abroad Fee	Room and Board Credit	\$3900 Mini Term Fee	Health Insurance Fee
Italy (Florence) Spring Term Abroad	X	X			\$50
Japan Fall Term Exchange	X		X ¹		\$50
NY6 in Kenya Combined Winter/Spring Terms	X				\$50
Klemm Fellow Internship Winter Break Mini Term				X ²	
London Winter Break Mini Term				X	\$30
National Health Systems Program - Summer	X ³	X			\$50
New Zealand Winter Break Mini Term				X	\$30
Non-Union Study Abroad - Winter/Spring Terms	X ⁴				\$50 ⁵
NY6 in China - Combined Winter/Spring Terms	X				\$50
NY6 in Germany - Combined Winter/Spring Terms	X				\$50
NY6 in Kenya - Combined Winter/Spring Terms	X				\$50
NY6 in Spain - Fall Term	X				\$50
Paris Louvre Winter Break Mini Term				X	\$30
San Francisco Winter Term	X				
Senegal Mini Term				X	\$30
South Africa Winter Break Mini Term				X	\$30
Spain (Cordoba) Winter Break Mini Term				X	\$30
Spain (Seville) Fall Term Abroad (odd years)	X	X			\$50
Taiwan Fall Term Abroad	X				\$50
Turkish Fall or Winter/Spring Exchange	X		X ¹		\$50
Vietnam Fall Term Abroad	X				\$50

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

² Students will not be billed for this program that is a non-credit bearing internship program fully funded by the Klemm Fellowship.

³ Students should contact Financial Aid for further information.

⁴ 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

⁵ Union study abroad insurance must be purchased if GeoBlue 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, which 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>
After committing to program	\$350
59-31 days before the start*	\$2500
30 days before the start*	\$3800 (mini-term), \$4000 (all other programs)
During the program	\$3800 (mini-term), \$5000 (all other programs)

*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.