



**STUDY ABROAD AGREEMENT
AND RELEASE FORM**

NOTE: This Form contains a release of legal rights. Please read carefully before signing

Name: _____ Student ID #: _____

Date of Birth: _____ Program: _____

- 1. RISKS OF VOLUNTARY STUDY ABROAD:** I understand that my participation in the Study Abroad Program is entirely voluntary. I further understand that my participation in the Study Abroad Program specified above involves inherent risks not found during study at the Framingham State University (FSU) campus. 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 buildings, public places and conveyances; local medical and weather conditions, and the possibility of emergency evacuation as a result of these various conditions.

I have made my own investigation of these risks and I agree to accept these risks. Further, I have taken into account and assume all the risk of health, safety, and travel abroad considerations, including those set forth by the United States Department of State at http://travel.state.gov/travel/cis_pa_tw/cis/cis_1765.html, http://travel.state.gov/travel/cis_pa_tw/pa/pa_1766.html, and <http://travel.state.gov/>, and the United States Centers for Disease Control and Prevention at <http://www.cdc.gov/travel/default.aspx>, as they apply to me as a participant in the Program. I further acknowledge and represent that these conditions are dynamic and may change and worsen, that I assume full and complete responsibility for any decision of mine to remain in the Program despite increased risks to my health, safety, and security, including, but not limited to, risks that result in the issuance of a Travel Warning by the United States Department of State.

- 2. INSTITUTIONAL ARRANGEMENTS:** I understand that FSU 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 involved in the Program. I understand that FSU is not responsible for matters that are beyond its control. In consideration of being permitted to participate in the Program, I hereby agree to release and forever discharge FSU and its trustees, officers, employees and agents, the Massachusetts Board of Higher Education and its trustees, officers, employees and agents, and the Commonwealth of Massachusetts from any injury, loss, damage, accident, delay or expense arising out of any such matters.
- 3. INDEPENDENT TRAVEL OR ACTIVITY:** I acknowledge and agree that FSU and its trustees, officers and employees are not responsible for any injury or loss I may suffer during periods of independent travel (which I understand are unsupervised), including travel to and from the United States to the Program site, travel beyond the end-date of the Program, and when I am otherwise separated or absent from any FSU-supervised activities. I hereby agree to release and forever discharge FSU and its trustees, officers, employees and agents, the Massachusetts Board of Higher Education and its trustees, officers, employees and agents, and the Commonwealth of Massachusetts that arise at a time when I am not under the direct supervision of FSU or that are caused by my failure to remain under such supervision or to comply with such rules and instructions.
- 4. HEALTH AND SAFETY:**
- a. I am aware of all applicable personal medical needs. I acknowledge and agree that FSU is not obligated to attend to any of my medical or medication needs, and I, therefore, assume all risk and responsibility. If I require medical treatment or hospital care in a foreign country during the Program, FSU, the Massachusetts Board of Higher Education and the Commonwealth of Massachusetts are not responsible for the cost or quality of such treatment or care.

- b. I hereby confirm that I have verified with my health insurer that my health insurance plan will cover me during my participation in the Program. Further, I will be responsible for the cost of short term coverage for a supplemental policy which covers emergency evacuation and repatriation of remains, the cost of which will be included in the total program cost.
- c. I understand that any medical requirements and/or restrictions placed on my participation in the Program are determined by the country in which the Program is held, rather than by FSU. I do not hold FSU responsible for these requirements and/or restrictions and agree to pay all expenses for any immunizations, services, etc., required by said country in order to participate in the Program.
- d. I have consulted with a doctor and/or any health care provider to understand the necessary precautions to take to avoid illness and stay healthy during my participation in the Program. There are no health-related reasons or problems that preclude or restrict my participation in the Program.
- e. FSU may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. During my participation in the Program, I therefore grant FSU, its employees and agents, full authority to take whatever actions they may consider to be warranted under the circumstances regarding the protection of my health and safety, and I hereby release each of them from any liability for any such decisions or actions as may be taken by them in connection therewith, notwithstanding information requested by FSU in connection with my participation in the Program. The full authority granted in the preceding sentence shall include the right to place me, at my own expense, and without any further consent, in a hospital for medical services and treatment, or, if no hospital is readily accessible, to place me in the care of a local medical doctor for treatment. If FSU, its employees or agents deem it necessary or desirable, I authorize them to transport me back to the United States, by commercial airline or otherwise, at my own expense, for medical treatment.

5. STANDARDS OF CONDUCT:

- a. I agree to comply with all rules, standards and instructions for student behavior promulgated by FSU as found in the Code of Conduct, along with all University policies and procedures. I agree that FSU has a right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of FSU, the Program, other participants, and local populations. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing, and appeal applicable to student disciplinary proceedings at FSU do not apply. If I am asked to leave the Program, I consent to being sent home at my own expense with no refund of fees or Program charges.
- b. 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 some behavior violates local laws and cultural morals and can affect my own health and safety. I also understand that FSU is not responsible for providing any assistance, legal or otherwise, in dealing with the laws of foreign countries. I will become informed of, and abide by, all such laws and standards for each country to or through which I will travel during the Program, and accept any consequences of violations thereof.
- c. I understand that if I develop legal problems with any foreign nationals or with the government of the host country, I shall be required to attend to the matter personally, and with my own personal funds. I agree that FSU is not responsible for providing any assistance under such circumstances.
- d. In the event that FSU, its employees or agents shall advance or loan any monies to me or shall incur any expenses on my behalf while I am a participant in the Program, I hereby agree to repay such advances, loans or expenses immediately upon my return to the United States

- 6. PROGRAM CHANGES:** FSU has the right to make cancellations, substitutions, or changes in case of emergency or change conditions in the interest of the Program. I understand that FSU's fees and Program charges are based on current airfares, lodging rates, travel costs, and in-country activity fees which are subject to change.

If I become separated from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

If I leave or am expelled 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 and other services, or sickness, weather, strikes, or other unforeseen causes.

- 7. ASSUMPTION OF RISK AND RELEASE OF CLAIMS:** Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. I acknowledge and agree that FSU and its trustees, officers, employees and agents, the Massachusetts Board of Higher Education and its trustees, officers, employees and agents, and the Commonwealth of Massachusetts cannot be held responsible for any injuries, loss or damage to me or to my property suffered during, as a result of, or in any way associated with my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

To the maximum extent permitted by law, I hereby release and forever discharge FSU and its trustees, officers, employees and agents, the Massachusetts Board of Higher Education and its trustees, officers, employees and agents, and the Commonwealth of Massachusetts from any and liability for any loss, damage, injury, including death, or expense, that I or my next of kin may suffer during, as a result of, or in any way associated with my participation in the Program (including periods in transit to or from any country where the Program is being conducted) due to any cause whatsoever, including, but not limited to, negligence, breach of contract or breach of any statutory duty of care, delay, expense, and/or act of nature.

I further agree to exonerate, indemnify and hold FSU and its trustees, officers, employees and agents, the Massachusetts Board of Higher Education and its trustees, officers, employees and agents, and the Commonwealth of Massachusetts harmless from and against any and all liabilities and obligations for which I may become liable while I am a participant in the Program.


All references in this Agreement and Release to FSU, its trustees, officers, employees and agents shall include the trustees, officers, directors, deans, department chairs, faculty, staff members, chaperones, group leaders, employees, agents, affiliates, successors and assigns of FSU, as the case may be

8. POLICIES AND RULES

- a. Students must observe and follow local norms of conduct and heed the advice of the Program Director in any interaction with the local population. Students must dress modestly out of respect for local norms.
- b. Violent behavior will result in automatic dismissal.
- c. Student will refrain from acting as an agent or representative of FSU during the duration of the trip, without authorization.
- d. Illegal drugs in any form are not tolerated and any student dependent upon their use should not apply. Students found to be using illegal drugs in any form are subject to immediate expulsion.
- e. Abuse of alcohol or other legal substances is not tolerated and students whose abuse of legal drugs poses a threat to him/herself, other participants, the Program or the local populations are subject to immediate expulsion.
- f. Breaches of the law of the land are referred to the requisite law enforcement authority. Drug laws in many foreign countries are severely enforced. This provision is applicable to all countries visited by the Program participant.

- 9. EFFECTIVE DATE:** This Agreement and Release shall become effective only upon receipt of the executed form by Framingham State University at its Office of International Education in Framingham, Massachusetts

- 10. GOVERNING LAW AND CHOICE OF FORUM:** This Agreement and Release shall be governed by the laws of the Commonwealth of Massachusetts, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program

	Framingham <hr/> State University	STUDY ABROAD AGREEMENT AND RELEASE FORM
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Name: _____ Student ID #: _____

Date of Birth: _____ Program: _____

I have carefully read and understand the terms and conditions set forth in this Agreement and Release Form, including specifically the Policies and Rules contained in Paragraph 8, before signing it. I understand that this Agreement and Release Form constitutes the entire agreement between FSU and me. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made to me by FSU, its trustees, officers or employees.

Student Signature: _____

Printed Name: _____ Date: _____

Witness Signature: _____

Witness Printed Name: _____ Date: _____

SIGNATURE OF PARENT(S) OR LEGAL GUARDIANS(S) REQUIRED IF STUDENT IS UNDER EIGHTEEN (18).

I am the parent or legal guardian of the above student. I have read the foregoing Study Abroad Agreement and Release Form. I am and will be legally responsible for the obligations and acts of the student as described in this Agreement and Release Form, and I agree, for myself and for the student, to be bound by its terms.

Parent(s)/Guardian(s) Signature(s): _____

Printed Name(s): _____ Date: _____

Witness Signature: _____

Witness Printed Name: _____ Date: _____