

### Study Abroad Agreement/Liability Release Form

Student Name: \_\_\_\_\_

Trip Name: \_\_\_\_\_

Trip Leader: \_\_\_\_\_

Trip Date(s): \_\_\_\_\_

Location: \_\_\_\_\_

***For participants in Paul Smith's College – Administered Overseas and Off-Campus Administered Activities.***

This Study Abroad Agreement/Liability Release Form (the "Release") is made by and between Paul Smith's College (hereinafter referred to as "PSC" or the "College"), located at 7777 NY Route 30, Paul Smiths, NY and the undersigned student (or such student's Parent/Guardian if student is under the age of 18) (hereinafter such student or such student's Parent/Guardian, as applicable, shall be referred to as the "Student"). PSC and the Student may be referred to individually from time to time in this Release as the "Party" and collectively as the "Parties."

As with all academic programs, certain conditions must be adhered to in order to preserve program integrity. As a necessary precaution to protect PSC, these conditions are listed below. Informed consent and agreement to these conditions is a required condition of participation for all PSC-administered or arranged overseas or off-campus academic programs, and for all PSC credit-bearing or course related or other PSC-sponsored or arranged travel.

If you have any questions concerning this document (or any pre-departure procedure or forms), consult the orientation and other pre-departure materials supplied or contact the trip leader listed at the top of this document.

#### **Section A: Program Information**

Student has agreed to participate in an overseas academic program, or a credit-bearing course, or other College initiated overseas activity (hereafter called the "Program") sponsored by PSC either in collaboration with an international host organization or organizations, or by arrangement of a PSC faculty member, in \_\_\_\_\_ [name of the country] from \_\_\_\_\_ [intended start date] to \_\_\_\_\_ [expected end date]. Student understands and hereby acknowledges that Student's participation in the Program is wholly voluntary. In

consideration of the PSC agreement to permit Student to participate in the Program, by my signature below, Student agrees to and acknowledges the following:

Student acknowledges that there are risks involved in participation in a study abroad Program and that Student is willing to assume all such risks.

### **Section B: Country Information and Risk.**

Student's participation in the Program will require transportation to and habitation in another country and may involve Student being subject to risks relating to travel or arising out of the Program.

### **Section C: Personal Responsibility and Transportation**

1. Student agrees to abide by the risk management plan.
2. Student hereby agrees to release, indemnify and hold harmless PSC and its trustees, officers, employees, volunteers, agents, representatives, successors and assigns, and the heirs, executors, personal representatives, successors and assigns of each of them (all of the foregoing hereinafter referred to as the "Indemnified Persons") from and against any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, of whatever kind or nature, either in law or in equity, including, but not limited to, all costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property arising from or related to Student's participation in the Program, including without limitation any of the foregoing that are related to or arise from the acts or omissions of Indemnified Persons, in transit to, during stay, and transit from the trip, except as may arise from an Indemnified Person's intentional or willful misconduct, and assumes any and all risk related to the foregoing.
3. Student hereby expressly and specifically assumes the risk of injury or harm and releases and forever discharges and indemnifies and holds harmless the Indemnified Persons from any and all liability, claims, and demands for injury, illness, and/or death resulting from, related to, or connected with Student's participation in the Program in any way, whether suffered by Student personally or by any of Student's companions, and including without limitation liability, claims or demands arising out of the actual or alleged negligence of Indemnified Persons, except as may arise from an Indemnified Person's intentional or willful misconduct.
4. Student understands and acknowledges that PSC in no way represents or acts as an agent for transportation carriers, hotels, and other suppliers of services connected with the Program and PSC assumes no responsibility or liability, in whole or in part, for any cancellations, delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, pandemic, sickness, disease, injuries, force majeure, war, natural disasters, quarantine, civil unrest, public health risks, criminal activity, terrorism, accident, injuries, damage to property, bankruptcies of airlines or other services providers, inconvenience, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any flights, regardless of whether PSC makes a flight arrangement, accommodations, restaurant transportation, or other service or for any substitution of hotels or of common

carriers beyond PSC's control or for any additional expense occasioned by any of the foregoing, assumes all risk related to the foregoing, and understands and acknowledges that any additional expense resulting from such operational and/or itinerary changes will be paid by Student.

5. Student understands and acknowledges that in the event that Student becomes detached from a trip group, fails to meet a departure bus, airplane or train, or becomes sick or injured, Student will bear all responsibility to seek out, contact and connect with the group at its next available destination; and that Student shall bear all costs involved in contacting and reaching the trip group at its next available destination.
6. Student understands and acknowledges that if, due to weather, flight schedules, or other uncontrollable, factors, Student is required to spend additional nights travelling, including, without limitation, to, from or between destinations, PSC will not be responsible for Student's hotel, transfers, meal costs, or other expenses.
7. Student understands and acknowledges that Student's baggage and personal property are transported at Student's risk entirely. PSC recommends that participants in overseas academic programs insure their property from loss and theft.
8. Student acknowledges that Student is responsible for Student's conduct during the period of Student's participation in the Program. Student is responsible for following through on acceptance and post participation procedures and Student is responsible for paying for the Program.

**Optional:** Student will be participating in the trip listed above on the dates listed above and will arrange for Student's own transportation  [to]  [from]  [to and from] the trip location, despite the available transportation provided by PSC. Without limiting the generality of the foregoing provisions, Student acknowledges that in the event Student chooses to engage in independent travel before commencement of the Program or after its conclusion, PSC assumes no responsibility for such activities, and specifically assumes no obligation to take any steps to ensure Student's safety in connection with such activities. Student shall provide written details of all independent travel plans to trip leaders.

#### **Section D: Conduct and Law**

In regard to Student's conduct while a participant in this study abroad Program, Student understands that:

1. All participants in the Program are subject to PSC's regulations and guidelines (including but not limited to those contained in the Student Code of Conduct and other Program orientation materials), the host organization's regulations and guidelines, as well as the laws of the host country. Student agrees to obey those rules, guidelines, regulations, codes, policies, and laws.
2. PSC reserves the right to deny Student's participation in the Program or course any time, including prior to departure, should Student's actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if Student's conduct violates any policy or procedure of PSC or the laws of the host organization or host country, Student understand that Student may be required to leave the Program at the sole discretion of PSC's employees, agents and representatives, and Student may be

referred to the appropriate PSC officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the Program.

3. PSC is not responsible for the defense of a participant accused of a violation of the laws of the host country or rules of the host organization and is not responsible for the payment of any fines or other penalties resulting from such violations. Student agrees to be responsible for any damage or liability incurred as a result of any illness or accident Student may suffer, including the costs of any medical care not covered by insurance, or any injury or damage to any person or property of other which Student may cause, or for any financial liability or obligation which Student may personally incur, while participating in the Program.
4. As a participant in this study abroad Program, Student pledges to engage in conduct that reflects favorably on PSC and Student.
5. Student understands and acknowledges that the manufacture, distribution, possession, use or sale of controlled substances as defined by New York State and/or U.S. Federal Law, and /or the laws of the host country is prohibited during study abroad. Student understands that Student will be directly subject the laws and legal procedures of the host country and host organization as applied to the use, possession and distribution of illegal drugs and these will be strictly enforced by local authorities. Student agrees to abide by any rules and procedures that may be provided by faculty or staff involved in the organization, implementation, and delivery of the Program.
6. Student agrees to complete all the academic work required by the Program or host organization before the end of Student's study abroad term/semester/session, or academic year, whichever is applicable, and to remain on site until that date. Student understands that the only exceptions to the foregoing may be earlier departure in the event of a medical or personal emergency, or in the event that Student has completed all examinations within a stated examination period at the end of the term/semester/session or academic year, and has received permission for an early departure from the Program's resident director or host organization official and arranged for "Incomplete" grades to be recorded, or in the case of faculty-led overseas courses, if the faculty member of record allows course work to be completed after the overseas experience has ended.
7. Student understands and acknowledges that it is Student's responsibility to determine if Student must request from Student's overseas host organization that a statement of academic work be forwarded to the Registrar's Office with a copy to the Program leader at the end of the Program, and if so, will comply with the overseas host organization's instructions.

#### **Section E: Promotional Authorization**

1. Student gives permission for photographs of Student and statements by Student to be used in publicity materials.
2. Student gives consent for the College and agencies, organizations, and individuals cooperating with the College in the administration of the Program to use images of Student or written statements from Student in promotional and informational materials.

## Section F: Medical Treatment

In the event of any emergency, Student (or Student's Parent/Guardian, as applicable) authorizes PSC to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for Student's immediate care. Student (or Student's Parent/Guardian) will be responsible for payment of any and all medical services rendered. Student releases and forever discharges PSC from any liability, claim or demand whatsoever which arises or may hereafter arise on account of any first-aid or other medical treatment rendered to Student in connection with an emergency or health problem during Student's participation in the Program.

## Section G: Miscellaneous

1. **Representation on Authority of Parties/Signatories.** By signing this Release, the undersigned represents and warrants that the undersigned has legal capacity to execute and deliver this Release and that the Release is valid and legally binding on the undersigned and enforceable in accordance with its terms.
2. **Modification of Release.** This Release may only be supplemented, amended, and/or modified by and through the mutual agreement of the Parties in writing and signed by all Parties to this Release.
3. **General Waiver.** The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Release shall in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced.
4. **Entire Agreement.** This is the entire agreement between the Parties regarding the subject matter herein. It replaces and supersedes any and all prior oral or written agreements between the Parties with respect to such subject matter.
5. **Enforceability, Severability, and/or Reformation.** In the event that any provision in this Release is found by a court of competent jurisdiction to be invalid unenforceable for any reason, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will to render it enforceable to the maximum extent permitted by the laws of the State of New York. The provisions of this Release shall be severable, and if any provisions shall be prohibited by law, or invalid, or unenforceable in whole or in part for any reason (after taking into account the preceding sentence), the remaining provisions shall remain in full force and effect. This Release shall be binding upon Student, as well as Student's successors, executors, personal representatives, heirs and assigns.
6. **Governing Laws and Venue.** The validity, construction and performance of this Release shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within such state, without giving effect to any form of conflict of law provisions thereof. The federal and state courts located in New York shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Release.

*Signature Page Follows*

**Study Abroad Agreement/Liability Release Form  
Signature Page**

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Student ID Number

**Parent/Guardian Signatures  
(Required if Participant is Under 18 Years of Age)**

The undersigned represents that the undersigned is the above-named Student's parent or guardian. The undersigned's signature below shall constitute the undersigned's agreement (a) to the terms of this Release on the Student's behalf, (b) to all of the waivers, releases of liability, covenants not to sue and assumptions of risk provisions set forth above with respect to any rights the undersigned may have or subsequently acquire as a result of the Student's participation in the Program, and (c) to defend, indemnify and hold harmless the Indemnified Persons from any and all liability for injuries incurred by the Student as a result of such participation, including but not limited to liability arising out of the negligent acts or omissions of any or all of the Indemnified Persons or others.

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

## Emergency Contact Information

Print Full Name: \_\_\_\_\_

Student ID#: \_\_\_\_\_

Emergency Contact 1 Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Contact Phone #1: \_\_\_\_\_

Contact Phone #2: \_\_\_\_\_

e-mail: \_\_\_\_\_

Emergency Contact 2 Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Contact Phone #1: \_\_\_\_\_

Contact Phone #2: \_\_\_\_\_

e-mail: \_\_\_\_\_