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Materials : View

Participant Agreement

**North Carolina State University Study Abroad Office
Participant Agreement**

**THIS IS A LEGAL DOCUMENT THAT INCLUDES A RELEASE OF LIABILITY. READ IT
CAREFULLY BEFORE SIGNING.**

**In consideration for being permitted to participate in the program, I hereby understand, agree
and represent that:**

1. Program Arrangements

The University will attempt to implement the program as described in its documentation. It reserves the right, however, to change the program at any time and for any reason it deems sufficient to promote program objectives, emergency, health or safety issues, or institutional needs.

2. Travel and Accommodation Arrangements

I am expected to adapt to differences in physical accommodations, which may be perceived as inconvenient or uncomfortable by U.S. standards. Changes in accommodations may be necessary in the best interest of the program or the best interest of the University. The University does not represent or act as an agent for, and cannot control the acts or omissions of: any host institution, a host family, other host arrangements, land transportation, air transportation, carrier, hotel or similar accommodation, tour agent, tour organizer or other provider of goods or services related to the Program. I understand the University is not responsible for matters that are not within its direct control.

3. Communication Requirements

Maintaining contact with program leaders, university officials and other program participants is very important for safety, health and emergency purposes. The University email system will be the primary means for program staff and university officials to communicate with students. I will check my official university email account often during the program, with the expectation that I will check it once per week if available. I also agree to maintain ongoing contact with my family or other support structure while I am abroad. I am expected to provide the Study Abroad Office with a phone number at which I can be reached while abroad.

4. Independent Travel and Activities

Neither the University, nor any University employee, representative, nor agent is responsible for any injuries or loss or damage I may suffer when I am traveling independently or am otherwise separated or absent from any University-supervised activities. This includes if a faculty member or other University employee, representative, or agent accompanies me in any independent travel or activity not sponsored by or affiliated with the University. In the event that I undertake independent travel during or immediately before or after the program dates, I am required to update my itinerary in my study abroad application and provide my program's faculty director or other on-site University representative, if applicable, with a copy of my itinerary and contact information in the event of an emergency.

5. Health and Medical Issues

1. Travel abroad may expose me to certain conditions, diseases or illnesses. I have been advised to acquire all the immunizations recommended by the U.S. Center for Disease Control and all other inoculations necessary for safe travel in the areas I am visiting. It is my responsibility to make an appointment with the Student Health Services International Travel Clinic or other health care professional at least six (6) weeks prior to departure to discuss any required or recommended immunizations and vaccinations. In addition, I have been advised to consult with a medical doctor or comparable health care provider with regard to my personal medical status and needs. I agree to make reasonable efforts to acquaint myself with the health factors and issues endemic to these areas and to prepare myself accordingly for my study abroad travel and activities.
2. I am required to secure health insurance through the University to cover my travel and study abroad activities. The University is not obligated to pay for medical treatment or hospital care in a foreign country or in the U.S. during my participation in the program. Further, the University is not responsible for the quality of such treatment or care.
3. I certify that I am medically able and capable to participate in the program. I certify that I do not have a medical condition which would endanger the health of others associated with the program. I am aware of all my personal medical needs and I certify that I am capable of and prepared to deal with those needs to the best of my ability. The University is not obligated to attend to my medical or medication needs.
4. I acknowledge that there are inherent dangers and health risks associated with the program and travel activities such that that no amount of care, caution, instruction or expertise can eliminate. The University is not be responsible for the health risks, injuries, damages or loss beyond its direct control.
5. If I am injured or become ill, the University or its agents may secure hospitalization and/or medical treatment for me and I shall be responsible for paying all expenses related thereto. The University or its agents may release my medical and other personal information to other persons who may need this information to assist me or to assist others in the program. I have provided the University with an accurate and fully-disclosed health history in my online

application questionnaire. Providing false or incomplete information or omitting information from this health history form may be grounds for expulsion from the program, in which case I am aware that I will be sent home at my own expense.

6. Safety Issues

There are safety risks and inherent dangers associated with the program and travel incident thereto and the University is not responsible for such risks or injuries, damages or loss caused by them. I understand that I am fully responsible for avoiding illegal, dangerous or unsafe activities, and I am fully responsible for injury or loss that may result from engaging in such activities.

7. Standards of Conduct

1. Each foreign country has its own laws and regulations and has standards of acceptable conduct in the areas of dress, manners, morals, religion, social customs, politics, alcohol use, drug use and behavior. I recognize that behavior or conduct which violate those laws or standards could harm the program's effectiveness and the University's relations with those countries in which the program is located. I also understand explicitly that behavior or conduct which violates those laws or standards could harm my own health and safety as well as the health and safety of other participants in the program. I take full responsibility for my behavior and conduct. This acceptance of responsibility applies to my conduct and behavior whether or not I am under the direct supervision of the University, University employees, agents, or program officials.
2. I will make reasonable and good faith efforts to become informed of all laws, regulations and standards for each country to or through which I travel during my participation. I further agree that I will abide by and comply with those laws, regulations and standards.
3. I understand that I am subject to University policies, procedures, rules, standards and instruction, including the NC State Code of Student Conduct, at all times during my participation in the program and its activities. I further agree to comply with any supplemental rules or standards adopted by the University for the programs in which I am participating. I understand that NC State may end my participation in the program and related activities for misconduct.
4. The use or possession of narcotics, or any other illegal substance on the program is expressly prohibited, is cause for immediate expulsion from the program, and may be subject to prosecution in the host country. I understand that the penalties for use or possession of illegal substances in other countries can be much more severe than in the United States and that the University and its agents cannot assist me if I am in violation of host country laws or standards.
5. The violation of any policies, rules, regulations, or orders of either University employees or any other lawful authority is grounds for immediate expulsion from the Program. I recognize that due to the circumstances of foreign travel and foreign study programs, a due process hearing may not be practicable and therefore may not be available until after the trip or

program has ended and I have returned home. I explicitly waive any claims based on alleged inadequate disciplinary procedures.

6. The abuse of alcoholic beverages is not permitted. I agree to the responsible use of alcohol as outlined in the Study Abroad Office Pre-Departure Handbook.
7. I must reside in the housing location designated by the program, if relevant. Students must abide by host program or host family's policy pertaining to house guests and obtain permission to host overnight guests in their housing.
8. I agree to inform the Study Abroad Office at the University in writing should I choose to withdraw from the program.
9. I agree to remain enrolled full time during my study abroad experience if I am receiving financial aid (12 credits/semester for undergraduates, 9 credits/semester for graduates, 6 credits/summer). I understand that I may be required to repay part or all of my financial aid immediately if I drop below full time status at any time during the term of the program.
10. Acceptance to the program is conditional upon my remaining in good standing with the University for the term prior to participation in the study abroad program.
11. I have read and agree to abide by the policies and procedures included in the University-provided Pre-Departure Handbook and any program specific materials provided to me by agents or employees of the University. It is my responsibility to read all materials provided to me and I have been advised to share those materials with my parent/legal guardian/next of kin. I have reviewed the Refund & Cancellation Policies and Payment Policies for study abroad program fees and I agree to abide by these policies. I also agree that I have informed my parent/legal guardian/next of kin that I will be participating in the program.
12. I agree that the University has the right to enforce all of the standards of conduct, rules and regulations described above and in any other materials provided to me. The enforcement of these rules, regulations and standards are the responsibility of the program faculty director and the Study Abroad Office. In that role, the faculty director and the Study Abroad Office will use their discretion regarding what interim disciplinary action to take, including removing the participant from the program and sending them home. Students are responsible for all damages caused by their actions or conduct, as outlined in the Study Abroad Pre-Departure Handbook.
13. If I am expelled from the program, I will be sent home at my own expense with no refund of fees or expenses. I understand expulsion from the program may also include failure of courses. I also understand that I may be subject to further disciplinary, civil and/or criminal action upon my return to the University.
14. I understand that I am fully responsible for any criminal or legal matters that may arise. I also agree that I am responsible for any encounters that I have with any foreign government, law

enforcement, or any individual. The University is not responsible for providing any assistance under such circumstances.

8. Program Changes

The program is subject to modification or cancellation because of natural disasters, political instability, insufficient participation or other causes. If one of these occurs, I may not have any fees or expenses refunded. Program fees and charges are based on various on-site expenses, which are subject to change and for which I am responsible. If I leave the program for any reason there will be no refund of fees paid or expenses incurred. If I lose contact or become detached from the program group or if I become sick or injured, I will at my own expense contact and reach the program group.

9. Indemnification, Acknowledgement of my Responsibility and Assumption of Risk

I fully understand that this program will expose me to many risks associated with foreign travel and participation in a program abroad. I assume responsibility for all risks, known and unknown, involved to me and my property associated with this program, and I am voluntarily participating in reliance upon my own judgment and knowledge of my experience and capabilities. I agree to release, hold harmless, and indemnify NC State University, its trustees, officers, employees, and agents from any from any liability, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees, arising from, proximately caused by or in connection with:

1. emergencies, accidents, illnesses, injuries or other consequences or events arising from my participation in the program,
2. any cause, event or occurrence beyond the direct control of the University or its agents including, but not limited to, natural disasters, wars, civil disturbances, terrorist acts or the negligence of other persons, and
3. events or occurrences caused by my behavior or conduct while traveling or participation in the program.

I understand and agree that this acknowledgement, hold harmless agreement, release, indemnification and assumption of risk shall be binding on me, my heirs, my assigns, members of my family, my executors and administrators and my personal representatives.

10. Voluntary Acknowledgement

I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, I have the right to consult with the advisor, counselor or attorney of my choice.

11. Interpretation of Agreement

I agree and acknowledge that the laws of North Carolina govern this agreement and that North Carolina shall be the forum for any lawsuit, hearings or adjudications filed under or incident to this agreement or to the program. I further agree that should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement shall continue to be valid, enforceable, and binding.

I have carefully read, understand and fully agree with this agreement. This agreement represents my complete understanding with the University concerning the University's or its

agents' responsibility and liability for my participation in the program. This agreement supersedes any previous or contemporaneous understandings I may have had with the University or its agents, whether oral or written. I represent that I am at least eighteen years of age or if not that I have secured below the signature of my parent or guardian as well as my own.

Revised 12/18/2015

