

**EDUCATION ABROAD PARTICIPANT AGREEMENT**

**PARTICIPANT NAME** \_\_\_\_\_

**PARENT OR GUARDIAN NAME** \_\_\_\_\_

(Parent must sign this agreement if participant is under 18 years of age.)

**EDUCATION ABROAD PROGRAM**

\_\_\_\_\_

I, \_\_\_\_\_, am a student at the University of North Carolina at Charlotte (“the University”) and plan to participate in the above-named program (hereinafter “the Program”) from \_\_\_\_\_ until \_\_\_\_\_. In consideration for being permitted to participate in the Program, I hereby agree and represent that:

**1. PROGRAM ARRANGEMENTS**

I understand that although the University will attempt to implement the Program as described in its documentation, it reserves the right to change the Program at any time and for any reason it deems sufficient to promote Program objectives, safety issues, or institutional needs.

**2. TRAVEL AND ACCOMMODATION ARRANGEMENTS**

I understand that I am expected to adapt to differences in physical accommodations that may be perceived as inconvenient or uncomfortable by U.S. standards. I further understand that changes in accommodations may be necessary in the best interest of the Program or the best interest of the University. I further understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of: any host institution, 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 that the University is not responsible for matters that are not within its direct control. I understand and agree that the University shall not be liable for any injury, loss, damage, accident, delay, expense, or inconvenience arising out of any such matters. I do therefore release the University from any such liability.

**3. SITE-SPECIFIC ISSUES**

I understand that there may be cultural, economic, political, and societal factors that may have an impact on this Program and my participation. I agree to make reasonable efforts to acquaint myself with these factors and to adjust my behavior accordingly.

**4. COMMUNICATION REQUIREMENTS**

I understand that maintaining contact with Program leaders, University officials, and other Program participants may be very important for safety, health, and emergency purposes. I agree to select and utilize appropriate and ongoing communication links with these persons. I also agree to maintain ongoing contact with my family or other support structure.

**5. INDEPENDENT TRAVEL AND ACTIVITIES**

I understand that neither the University, any faculty member nor any other University representative or agent is responsible for any injuries, loss or damage I may suffer when I am traveling independently or am otherwise separated or absent from any University-supervised activities, even if a University faculty member or other University representative or agent accompanies me in any independent travel or activity not sponsored by or affiliated with the University.

**6. HEALTH AND MEDICAL ISSUES**

a. I understand that travel abroad may expose me to certain conditions, diseases, or illnesses. I have acquired all immunizations recommended by the U.S. Centers for Disease Control and all other inoculations necessary for safe travel in the areas I plan to visit. 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.

- b. I have or will secure health insurance through the University to cover my travel and study abroad activities. (Alternatively I have or will secure health insurance compatible to that offered by the University.) I understand that the University is not obligated to provide or pay for medical treatment or hospital care in a foreign country or in the U.S. during my participation in the Program. I further understand that the University is not responsible for the quality of such treatment or care.
- c. I have consulted with a medical doctor or comparable health care provider with regard to my personal medical status and needs. I certify that I am medically able and capable to participate in the Program, in the activities associated with the Program, and in the travel incident to the Program. I certify that I do not have a medical condition that would endanger the health of others associated with the Program.
- d. I am aware of all of my personal medical needs, and I certify that I am capable of and prepared to deal with those needs. I understand that the University is not obligated to attend to my medical or medication needs.
- e. I understand that there are health risks associated with the Program and travel activities. I further understand that the University will not be responsible for the health risks, injuries, damages, or loss beyond its direct control.
- f. I agree that if I am injured or become ill, the University or its agents may secure hospitalization and/or medical treatment for me, and I agree to pay all expenses related thereto. I further agree that the University or its agents may release information to other persons who may need this information to assist me or to assist others in the Program.
- g. I hereby release the University from all liability for any of its actions or its agents' actions related to the activities listed above.

**7. SAFETY ISSUES**

I understand that there are safety risks associated with the Program and travel incident thereto and that the University is not responsible for such risks or injuries, damages or loss caused by such risks. 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 utilities, including computing facilities, buildings, public places, and conveyances; local medical and weather conditions; and other matters described on a the attached Consular Information Sheet and/or U.S. Department of State Travel Advisories for the country(ies) where the Program will take place, which are incorporated herein by reference. By my signature below I acknowledge that that I have received and reviewed the attached Consular Information Sheet and/or U.S. Department of State Travel Advisories, I have made my own investigation, and am willing to accept these risks.

I agree that the University shall not be liable for such injuries, damages, or loss except as may be caused by the gross negligence or willful misconduct of the employees, officials, or agents of the University. I further agree that the University cannot prevent me or other individuals from engaging in illegal, dangerous or unsafe activities. I therefore agree that the University shall not be liable for injury, damages, or loss caused by such activities.

**8. STANDARDS OF CONDUCT**

- a. I understand that each foreign country has its own laws and regulations and has standards of acceptable conduct in the areas of dress, manners, morals, politics, alcohol use, drug use, and behavior. I recognize that behavior or conduct that violates 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 that 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.
- b. I take full responsibility for my behavior and conduct and agree that the University and its agents will be released and indemnified for any claim, loss, injury or liability that may be caused by my behavior or conduct. This acceptance of responsibility and release and indemnification applies to my conduct and behavior whether I am or I am not under the direct supervision of the University, University agents, or Program officials.

- c. I agree to 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 in the Program. I further agree that I will abide by and comply with those laws, regulations, and standards.
- d. I also agree to comply with all University rules, standards, and instructions for student behavior including but not limited to those set forth in the UNC Charlotte Code of Student Responsibility and the UNC Charlotte Code of Student Academic Integrity. I further agree to comply with any supplemental rules or standards adopted by the University for the Programs in which I am participating. I hereby waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.
- e. I agree that the University has the right to enforce all of the standards of conduct, rules, and regulations described above and that, in its sole judgment, the University will impose sanctions, including without limitation immediate exclusion from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the Program, or other Program participants. I recognize that due to the circumstances of foreign travel and foreign study programs normally applicable procedures for notice, hearing, and appeal in student disciplinary proceedings may not be practicable and therefore may not apply. I hereby explicitly waive all claims based on alleged inadequate disciplinary procedures.
- f. If I am excluded from the Program, I consent to being sent home at my own expense with no refund of fees or expenses. I further understand that I may be subject to further disciplinary, civil, and/or criminal action upon my return to the University.
- g. I also recognize that if the University, in its sole discretion, determines that my behavior is detrimental to or incompatible with the interest, harmony, and welfare of the University or the Program or Program participants, my acceptance of responsibility, my waiver of process, and my consent to being sent home also apply.
- h. I agree that I am fully responsible for any legal problems that I have, including any liabilities or damages that are caused by my action or inaction during my participation in the Program. I also agree that I am responsible for any encounters that I have with any foreign government or any individual. I understand and agree that the University is not responsible for providing any assistance under such circumstances.

**9. PROGRAM CHANGES**

I understand that the University has the right to make cancellations, substitutions, or changes in the case of emergency or changed conditions including without limitation the level of participant interest in the Program, political instability, or other causes. I further understand that if one of these circumstances occurs, the University may not refund fees or expenses to me. I further understand that Program fees and charges are based on current airfares, lodging rates and travel costs, which are subject to change and for which I am responsible. I further understand that if I leave or am excluded from the Program for any reason there will be no refund of fees paid or expenses incurred. I further agree that if I lose connections 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.

**10. OTHER EXPENSES OR INSURANCE**

I understand that I am responsible for my own accident, travel, baggage, missed flight and life insurance coverage. I also understand that I am responsible for all debts and expenses I incur abroad other than those covered by the required Program fees.

**11. 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 fully accept this possibility of risks and assume all risks associated with this Program. I therefore agree to release, hold harmless, discharge, and indemnify the University of North Carolina, the University of North Carolina Board of Governors, and the University of North Carolina at Charlotte, and their officers, employees, agents, and volunteers from any present or future liability, claim, or

demand that may be asserted in connection with (a) emergencies, accidents, illnesses, injuries, or other consequences or events arising from my participation in the Program, (b) 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 (c) events or occurrences caused by my behavior or conduct while traveling or participating in the Program (including periods in transit to or from any country where the Program is being conducted). Further, I understand and agree that this acknowledgement, discharge, 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.

**12. 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.

**13. 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 remain in full force and effect.

**I have carefully read, understand and fully agree with this Agreement. This Agreement shall become effective only upon receipt of my application by the University of North Carolina at Charlotte and its offices in North Carolina. 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.**

x \_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

*If Participant is under 18 years of age:*

I (a) am the parent or legal guardian of the above Participant, (b) have read and understand the foregoing Agreement (including such parts as may subject me to personal financial responsibility), (c) am and will be legally responsible for the obligations and acts of the Participant as described in this Agreement, and (d) agree, for myself and for the Participant, to be bound by its terms.

x \_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date