

**AGREEMENT AND RELEASE (WAIVER OF LIABILITY) for
SUU-SPONSORED SEMESTER STUDY ABROAD PROGRAMS: STUDENTS**

This Agreement and Release is made and entered into this ____ day of _____, 20____, by _____ ("STUDENT").

STUDENT is choosing to participate in _____ [title of program] located in _____ [name of country, city, etc.] from _____ [start date] to _____ [end date] (the "Program"). In consideration of being allowed to participate in the Program, STUDENT agrees to the following:

I. STUDENT'S OBLIGATIONS

A. Financial/Program Costs

1. STUDENT shall pay the fees set forth for the program in a timely manner.
2. STUDENT is solely responsible for obtaining a passport and the proper visa(s) (if applicable) required for travel abroad.
3. STUDENT shall obtain and maintain health insurance, including international travel coverage, which is satisfactory to SUU and provides, at a minimum, coverage for the time period of the Program. (STUDENT must also read and sign Addendum A.)
4. STUDENT understands and acknowledges that the releasees assume 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 reservation, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, civil unrest, or public health risks. If, due to weather, flight schedules, or other uncontrollable factors STUDENT is required to spend additional time traveling, STUDENT understands that the releasees will not be responsible for hotel, transfers, meal costs, or other expenses.

B. Behavior and Academic

1. STUDENT understands that STUDENT's participation in the program is voluntary and subject to agreement to these terms. The Program is a Semester Exchange or Semester Study Abroad for which there is an agreement signed between SUU and another institution abroad or a third-party program provider. STUDENT understands that the releasees do not offer the level of support for these programs as SUU does for its faculty/staff-led short-term programs abroad.
2. STUDENT acknowledges that participation in the Program may demand a high level of independence. STUDENT understands that STUDENT should only elect to participate in the Program if STUDENT is highly motivated, interested in planning

his/her own semester activities and excursions, and comfortable seeking out details with little to no guidance.

3. STUDENT understands that STUDENT is responsible for problem solving in-country and is solely responsible for any and all travel, living arrangements, participation in the Program, safety and risk management, as well as any other details related thereto.

4. STUDENT is responsible for abiding by SUU's Student Code of Conduct found in SUU Policy 11.2. STUDENT understands that any violation or other disruption STUDENT causes to the Program may result in disciplinary action being imposed by SUU, host institution, and/or the third-party program provider, up to and including dismissal from the Program, administered by an official University representative, host institution representative, and/or third-party program provider representative, as applicable. Further disciplinary measures may be initiated by the SUU Office of Student Affairs, or other applicable personnel, in accordance with prescribed procedures in the Code of Conduct and may be done when practical and feasible under the circumstances, including but not limited to upon STUDENT's return to the United States and/or SUU campus.

5. STUDENT understands that in determining eligibility to participate in or continue participation in the program, SUU may engage in assessments to determine risks to the University and participants. STUDENT understands that these assessments may include consideration of academic standing, conduct, evaluations and/or recommendations of faculty and staff, as well as other relevant information. STUDENT consents to disclosure of education records for the purpose of these assessments.

6. STUDENT understands that the courses that have been pre-approved prior to departure may not be available for enrollment once STUDENT arrives to the host institution. In such a case, the host institution or program may assist STUDENT in finding alternative courses. STUDENT understands that, although rare, an alternative course may not be found and this may delay STUDENT's graduation from SUU if the pre-approved course, which became unavailable, was going to transfer back to SUU as a requirement to progress in STUDENT's degree completion.

7. STUDENT understands that dismissal, termination or withdrawal from the Program abroad and corresponding courses of action will be at STUDENT's expense and may include loss of program fees, costs, and/or university credit. STUDENT understands that SUU or the host institution or third-party program provider has the right to dismiss STUDENT from the program at any time for behavior, which, in the judgment of the applicable entity, disrupts the program or brings the program into disrepute.

C. Medical/Health

1. STUDENT understands that SUU cannot guarantee their health and safety while participating in the Program. STUDENT is responsible for acting prudently and exercising caution and common sense at all times.

2. STUDENT shall consult with their physician in regard to necessary immunizations and any other medical matters relating to STUDENT'S participation in the Program. SUU is not responsible for any adverse reactions as a result of taking inoculations or illness abroad or at home due to not taking inoculations.

3. STUDENT understands that STUDENT must inform SUU's Disabilities Resource Center of any disability to be considered for accommodations. STUDENT further understands that requested accommodations may not be available, but that reasonable efforts may be made to provide alternative accommodations or to pass along the request to a host institution or third-party program provider to provide accommodations when possible.

4. If, during their participation in the Program, STUDENT becomes incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from STUDENT's emergency contacts, STUDENT agrees that medical treatment may be performed when, in the opinion of competent medical personnel, the health or welfare of STUDENT will be adversely affected by any delay. In such event, STUDENT authorizes SUU's designated representative to grant permission for the necessary medical treatment of STUDENT.

5. STUDENT agrees that SUU is not responsible for any personal injury or loss or damage to property suffered by STUDENT during periods of travel independent of the Program.

6. SUU strongly discourages participants from operating motor vehicles while participating in education abroad, due to the inherent dangers of driving in a country with different traffic laws, driving habits, and regulations relating to insurance. If, however, STUDENT decides to operate a motor vehicle while abroad, STUDENT recognizes that the releasees assume no financial or other responsibility for any legal liability or counsel, car repairs, or medical care if STUDENT is involved in an accident or otherwise while operating a motor vehicle abroad.

D. Legal/Situational and Cultural Awareness

1. STUDENT is responsible to know and abide by all applicable laws of the country hosting the Program. STUDENT shall also conform to all applicable rules, regulations, and policies of the institutions hosting the Program and agrees that failure to so conform may result in the termination of their participation in the Program.

2. STUDENT understands that, if STUDENT is a U.S. citizen or national traveling with a U.S. passport, it is STUDENT's responsibility to register with the U.S. Department of State's Smart Traveler Enrollment Program (STEP) (<https://step.state.gov/step/>), so

the U.S. Embassy or Consulate in the host country knows of STUDENT's whereabouts, in the case of an emergency when it might be necessary for a consular officer to contact STUDENT. If STUDENT is not a U.S. citizen or national, STUDENT is encouraged to register their travel with their home country's embassy in the host country, if possible.

3. SUU may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding STUDENT's health and safety, including but not limited to sending STUDENT home or to another location from the program location or contacting STUDENT's parents or emergency contact. STUDENT agrees to pay all expenses relating thereto and release the releasees from any liability for any actions or inaction in this regard.

4. STUDENT understands that the releasees cannot guarantee the safety of participants or eliminate all risk from the Program. STUDENT understand that the releasees cannot and do not assume responsibility for the actions of persons not employed or otherwise engaged by the releasees, including without limitation those persons affiliated with or employed by the host institution or other third party program provider.

5. By participating in the Program, STUDENT specifically waives any and all claims and causes of action, present and future, against the Board of Trustees of the University, Southern Utah University, and their officers, agents or employees arising out of STUDENT's participation in the Program and resulting in the death, dismemberment, disability, physical or mental illness or the loss or destruction of the personal property of STUDENT, or the detention of STUDENT by governing authorities or any other person. STUDENT acknowledges that this waiver is made freely, voluntarily, and under no compulsion.

6. STUDENT agrees to indemnify and hold SUU harmless for any financial liability and obligation which they personally incur, and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by STUDENT during his/her participation in the Program.

E. Photographs

1. STUDENT acknowledges that STUDENT has received and reviewed [Media Release Form](#) available via the Office of Learning Abroad website. STUDENT understands that STUDENT may opt out, but with no retroactive application, of this specific provision regarding the distribution and publication of Photographs in which STUDENT is identifiable and/or of STUDENT's likeness, but STUDENT is only permitted to do so in writing within 7 (seven) days prior to the Program start date.

II. MISCELLANEOUS PROVISIONS

1. All lawsuits brought by one party hereto against the other and which are in regard to this Agreement and Release or in any way relating to STUDENT's

participation in the Program shall be filed and litigated in a court of competent jurisdiction in the State of Utah.

2. This Agreement and Release and all claims and causes of action brought by one party against the other and in any way relating to STUDENT's participation in the Program shall be governed by the laws of the State of Utah.

3. SUU is a governmental entity under the Governmental Immunity Act of Utah (Utah Code Ann. § 63G-7-101, *et seq.* (1953 as amended) (the "Act")). Nothing in the Agreement shall be construed as a waiver by SUU, of any rights, limits, protections or defenses applicable under the Act, including, without limitation, the provisions of § 63G-7-604 regarding limitations of judgments. This Agreement shall not be construed, with respect to third-parties, as waiver of any governmental immunity to which SUU is entitled.

**** Signature on the following page****

I have read and understand the foregoing terms and agree that this document constitutes an agreement that legally binds me, my heirs, assigns, and my estate.

I have reviewed and understand the AGREEMENT AND RELEASE (WAIVER OF LIABILITY) for SUU-SPONSORED SEMESTER STUDY ABROAD PROGRAMS: STUDENTS, understand and assume the risks associated with participation in the Program, and agree that this document constitutes an agreement that legally binds me, my heirs, assigns, and my estate.

I understand that this form may be signed digitally via the [International Travel Registration for Students form](#). By checking the box on that form to indicate that “I have read, understood, and agree to the terms outlined in the Waiver of Liability,” I acknowledge that I have read, understand, and agree to this AGREEMENT AND RELEASE (WAIVER OF LIABILITY) for SUU-SPONSORED SEMESTER STUDY ABROAD PROGRAMS: STUDENTS and fully understand and assume risks associated with my participation in the program. If not signing digitally, I will sign on the line below to acknowledge that I have read, understand, and agree to all of the above.

Signature of STUDENT

Date

****If STUDENT is under 18 years of age, STUDENT’s parent or legal guardian must agree and sign as follows:**

I have reviewed and understand the AGREEMENT AND RELEASE (WAIVER OF LIABILITY) for SUU STUDY ABROAD PROGRAMS: STUDENTS, understand and assume the risks associated with my child’s participation in the Program, and agree that this document constitutes an agreement that legally binds me and my child, and our heirs, assigns, and estates.

Signature of STUDENT’s Parent/Legal Guardian

Date

Printed Name of STUDENT’s Parent/Legal Guardian