

## **Assumption of Risk and Conditions of Participation in Marian University Study Abroad Programs**

*Please read carefully prior to signing*

### **Travel Risks**

- I realize that international travel and study, including participation in study abroad, involves significant inherent hazards and risks, both foreseeable and unforeseeable, including travel in difficult terrain and inclement weather; inadequate or unhealthy food and water supplies; accidents or collisions involving planes, trains, buses, automobiles or other modes of transportation; acts of terrorism, vandalism or war; storms, earthquakes or other natural disasters; government restriction or regulations; theft or other criminal acts and accident or illness in remote locations without access to death and damage to or loss of property, and I assume all such risks. These risks and hazards may result in serious physical injury, illness, death and damage to or loss of property, and I assume all such risks.
- In consideration of Marian University permitting me to participate in this study abroad experience, and be eligible for transfer credit for all pre-approved coursework, I hereby release and covenant not to sue and forever discharge Marian University and its Board of trustees, officers, employees and students from all claims, demands, liabilities, damage and losses arising out of or in any way related to my selection of or participation in, or in any way connected with my study abroad.

### **Academic policies and procedures**

- Study abroad is first and foremost an academic experience. Marian University students are expected to participate in their respective study abroad programs to the fullest extent of the program (orientation, classes, group trips and activities, standards of academic work and responsible conduct).
- Any student who is placed on academic or disciplinary probation during or at the end of the semester prior to study abroad will not be allowed to participate in the study abroad program.

### **Code of conduct**

Marian University students are expected to follow the university standards of conduct and responsibility as well as any stated codes of conduct from the host institution/agency. Marian University students abroad are under the jurisdiction of the honor system. Marian University reserves the right to enforce appropriate standards of conduct and specifically reserves the right to terminate the participation of any student for failure to maintain these standards or for any actions of conduct which Marian University considers to be incompatible with the interest, harmony, comfort or welfare of participants

- In particular, either possession/consumption of controlled substances ( by U.S. definition or that of any other country visited) or alcohol impairment/abuse may result in immediate termination from the program. Participants are expected to act responsibly at all times.

- If any participant should have his or her participation terminated in accordance with condition above, then Marian University shall have the right to require the participant to leave the program without refund of tuition or other charges.
- I understand that during free time within my study abroad program, my absence from my study abroad classes or group activities, and during my independent travel, neither Marian University nor my host staff are responsible for me and/or my actions.
- I understand that as an American citizen (or foreign citizen) in another country, I will be subject to the laws of that country. I agree to conduct myself in a manner that will comply with host country laws and with the regulations of my host university and/or program. I understand that my host university and/or program has the right to terminate my participation in the program if, in the judgment of my hosts, my conduct is unacceptable and/or disruptive.

### **Costs and Payments**

- I understand that I am solely responsible for all costs uncured by and related to my voluntary participation in my study abroad program.
- I understand that I am solely responsible for any and all costs (cancellation fees, tuition deposits, housing deposits, etc.) assessed by the program provider arising out of my own voluntary or involuntary withdrawal from the study abroad program from the date of acceptance to its conclusion, including withdrawal caused by illness or disciplinary action.
- I understand that I am required to have adequate health, accident and evacuation insurance to cover myself during participation in my study abroad program, including travel before and after my program.

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## **Study abroad program cancellation or suspension in the case of emergency situation**

### **1. Purpose**

To outline Marian University criteria and policies regarding program status of study abroad in cases of emergencies created by sudden changes in political, military and physical situations on site. These policies apply only to semester abroad programs of the Study Abroad Office , Marian University.

### **2. Definition**

Emergency situations covered by this policy are defined as follows:

- Protracted closure of host university or college.
- Disruption of civil order or public services/utilities.
- Widespread civil unrest, violence or rioting.
- Catastrophic physical events, such as major earthquake, typhoon, etc. affecting the site itself.

- Development of a civil war or of active armed insurgency within the country in which the site is located.
- Significant terrorist activity aimed at U.S. citizens, in the city in which the site is located.
- Declaration of war by a third country against the country in which the site is located.
- Declaration of war by the United States against the country in which the site is located or against a country adjacent to it.
- Specific country travel “warning” by the U.S. State Department and/or the appropriate U.S. Embassy.
- Recommendation for suspension or cancellation of the program by the host institution for any of the above reasons.

### **3. General**

a. It should be first noted that academic sites are carefully selected, using a fixed set of criteria, to ensure the best possible experience, both academically and culturally/socially for our students. Part of this process is to place students into highly reputable institutions of higher learning, located in safe, welcoming communities. As part of our basic commitment to the students, we will never place them in an overtly dangerous situation.

b. Cancellation of suspension of study abroad program is, therefore, not something that is entered into lightly by the Study Abroad Office at Marian University. Decision of this magnitude can adversely affect the academic progress our students and traumatize the extension of their worldview. The Director of Study Abroad will base such a decision on recommendations of: the program staff in-country, host university/college officials, the appropriate U.S. State Department country desk officer(s), knowledgeable colleagues both on and off campus, as well as discussions with the senior administration of Marian University.

### **4. Procedures**

a. The primary concern of the Study Abroad Office and Marian University, in a situation as defined above, is always the safety and security of our students. Both we and the host institutions with which we work are committed to this arrangement. Therefore, if a decision is made to close a program site, students will be assembled and flown out of the area on the first available flights back to the United States. The following specific steps will be taken, in these cases:

1. Upon receipt of either telephonic or e-mail notification by the Study Abroad Office (or its on-site representative), students are expected to assemble at the local site International Center. The onsite coordinator will have been advised to expect the students and have been given specific instructions on evacuation procedures.
2. Because of criticality to get an immediate head count, students are advised to bring only the most essential items (one small suitcase of clothing, a pillow, blanket and necessary toiletries) with them to the site assembly point. As noted below, arrangements for forwarding other personal belongings will be made with the host institution, time permitting.

3. Marian University Study Abroad Office will work with the host institution to arrange for student flights out of the country. First choice in this situation is, of course, transport directly to the United States, but if this is not available, then transportation to a country out of harm's way will be undertaken. As in the case of every program, cost of return flight is borne by the student.

b. The University will do its best to make arrangements for storage of personal belongings of our students. It should be noted, however, that student personal property does not fit into the same category as student safety and Marian University, therefore, does not accept responsibility for lost or destroyed personal property, as a result of the considered event.

c. Returning students will be re-enrolled into Marian University at no additional cost. If it is too late in the academic term to allow students to enter classes, other arrangements will be made for completion of study abroad courses (for example mailed exams from the host institution or mentored individual study to complete courses).

d. Housing accommodations on campus for returnees from canceled or suspended study abroad programs will necessarily be based on availability, and, if available, will be pro-rated based on the time left in the current academic term. Food service will also be pro-rated based on the time left in the current academic term.

e. Marian University will attempt to work out any individual program refunds (for tuition, housing and fees paid to the host institutions) with each host institution, but does not guarantee the return of such funds. Similarly travel expenses are borne by the student participant.

f. By definition, cost of emergency arrangements to ensure student safety is not cheap and ultimately is borne by the student. Families are, therefore, encouraged to consider special travelers insurance that allows for emergency evacuation as part of the policy. The Study Abroad Office has available information on some such supplemental policies.

g. While sympathetic to personal family or student decisions to withdraw from a study abroad program site, unless the above conditions are met, Marian University is not responsible for costs or problems incurred by said decisions.

I hereby attest and verify that I have read and understand the policies and procedures above and that I have full knowledge of the risks involved in this program.

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Student Name *(please print)*

\_\_\_\_\_  
Date

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