

Name _____ Program _____



INDIANA UNIVERSITY

OFFICE OF OVERSEAS STUDY

Agreement & Release Form

This Agreement is between the undersigned student (Student) and Indiana University (IU) for participation in an IU overseas study program.

A. IU's Obligations

IU agrees to:

1. Assist Student in enrolling in a program of education abroad;
2. Assist Student in making housing arrangements abroad if such assistance is included in the program description;
3. Provide an IU faculty member or other on-site coordinator to serve as the representative of IU or have an agreement with a partner institution abroad to provide Student services;
4. Upon successful completion of the program by Student, assign credit for the academic work, if applicable; and
5. Take reasonable precautions to protect the welfare and safety of the Student, from the published official program arrival date through the official program completion date, including but not limited to making or adopting in conjunction with the host institution rules and regulations for Student conduct designed to safeguard health, well-being and safety.

B. Student's Obligations

Student agrees to:

1. Participate fully in the academic program by attending classes, remaining at the host institution for the full academic term, carrying at least the designated course load, and completing all examinations; or participate fully in the approved internship or not-for-credit activity;
2. Independently arrange and pay for a comprehensive health and accident insurance plan if the program does not provide an insurance plan;
3. Assume full legal and financial responsibility for the program abroad, including but not limited to all program charges as stated in the Fee Schedules for the IU program abroad and all costs associated with illnesses or injuries sustained or experienced during, or related to participation in, the program abroad, including, but not limited to, any costs arising out of, or as a result of, the COVID-19 pandemic (e.g., due to travel restrictions or program cancellation), that are not covered by insurance;
4. Reimburse IU for all unrecoverable costs made on Student's behalf if Student withdraws from the program at any time;
5. Grant IU, its employees, agents and consortium partners full authority to act in an attempt to safeguard and preserve Student's health and safety during Student's participation in the program abroad, including authorizing routine or emergency medical treatment on Student's behalf and at Student's expense and returning Student to the United States at Student's expense;
6. Respect and abide by the laws and customs of the host country, the IU Code of Student Rights, Responsibilities, and Conduct (including any relevant pandemic-related Student Commitment Form), any rules and regulations for student conduct made or adopted pursuant to Paragraph A.5. above, all applicable public health and safety measures related to the COVID-19 pandemic, and all other reasonable standards of conduct related to Student's education abroad program promoted by IU, its employees, agents, consortium partners, and partner institutions abroad;
7. Accept termination of participation in the program abroad with no refund of fees and take responsibility for transportation costs home if Student's conduct is determined to be detrimental to the best interests of the Student, the program or IU, such a decision to be at the sole discretion of the IU program coordinator and/or the partner institution, with the concurrence of the Director of Overseas Study and/or other appropriate campus representative or departmental representative. Student acknowledges and agrees that Student may be required to leave the Program at the sole discretion of the University's agents and representatives, and may be referred to the appropriate University officials for further disciplinary or other action and that, in such circumstances, no refund will be made for any unused portion of the Program.

Student's initials

Parent's initials (see below)

Waiver, Release and Indemnification

Students are strongly encouraged to consult the State Department Country Specific Information and Travel Advisories at <https://travel.state.gov/content/travel/en/international-travel.html/> and the Centers for Disease Control (CDC) at <https://wwwnc.cdc.gov/travel/notices> with regard to their destination country prior to signing this Agreement. Most countries currently have a Level 3 (Reconsider Travel) travel advisory level due to the COVID-19 pandemic.

Student states that Student’s participation in this program or activity abroad is wholly voluntary.

Student states that Student understands that certain risks are inherent in foreign travel and that Student fully accepts those risks. These risks may include, but are not limited to, such things as war, quarantine, civil unrest, public health risks, criminal activity, terrorism, exposure to communicable diseases, ill effects of unfamiliar food and water, incidents related to ground, air or water transportation, adverse weather conditions, accident, injuries or damage to property, and other physical, mental, and emotional injury.

Student states that Student fully understands that pandemic-related restrictions could inhibit or prevent the ability to travel to and from the program abroad location, even for exceptional circumstances like a death in the family or medical emergency, and that IU may not be able to provide any assistance if Student is prevented from traveling, including if flights are cancelled or travel restrictions prevent or inhibit Student from returning home.

Student states that Student fully understands that due to the COVID-19 pandemic, it is possible the program abroad could be cancelled, shifted to a different form of instruction, or otherwise revised at any time, and that such change could impact Student’s degree progress.

Student states that Student understands that due to the nature of the COVID-19 disease, it is impossible to eliminate the risk of being exposed to or contracting COVID-19 while participating in the program abroad. COVID-19 is thought to spread largely through respiratory droplets carrying the virus and can spread through airborne transmission.

Student states that Student fully understands the above risks and the scope of the activities involved in the program, including those related to the COVID-19 disease, and that Student agrees to assume the risks of the participation in the program, including the risk of exposure to and infection from communicable diseases, catastrophic injury, or death.

Student states that Student fully understands that Indiana University does not represent or act as an agent for, and cannot control the acts or omissions of, any other provider of services involved in the program or activity.

Student states that, for and in consideration of acceptance in the program, Student and Student heirs, successors, assigns, and personal representatives agree to indemnify, hold harmless, release and forever discharge Indiana University, its Trustees, employees, agents, and cooperating institutions and their offices and agents from any and all claims, liabilities, losses, and expenses, including reasonable attorney’s fees, for any injury, loss, or damage to any person or personal property, including catastrophic injury or death, arising out of or relating to the program abroad or suffered by Student (including those related to travel to and from the program site), whether caused by IU’s negligence or otherwise, to the fullest extent provided by law.

Student states that Student agrees that information in the Student’s University records, including disciplinary, academic and medical records, may be available to Overseas Study and cooperating institutions, with the understanding that the information will be kept confidential to the extent provided by law.

Choice of Law

The interpretation and performance of this Agreement shall be construed in accordance with the laws of the State of Indiana, and any litigation arising out of this Agreement shall be venued in the State of Indiana and shall be governed by the laws of the State of Indiana. **Please initial the bottom of each page and sign below.**

By signing below, Student acknowledges that Student has read, understands, and agrees to the terms of this Agreement.

Student’s Signature _____ Date _____

Name (printed) _____ Program _____

This statement must be read and signed by a parent/guardian IF the applicant is a dependent student (i.e., has been, or could have been, claimed as a dependent on any tax return filed in the past two years, unless a recipient can show that Student is now financially independent). The parent/guardian should sign below and initial the bottom of the first page.

Check one: I am an independent student, or My parent/guardian’s signature/initials are provided

I hereby give my Student named above permission to participate in an Indiana University overseas study program. I have read the statement above and agree to be jointly responsible for any financial obligation incurred by my Student related to the program.

Parent/Guardian’s Signature _____ Date _____