

**STUDY ABROAD/DOMESTIC STUDY – TRAVEL PROGRAMS
AGREEMENT AND GENERAL RELEASE**

WHEREAS, the University of Delaware (the “University”) offers a travel study program in _____, during Term _____ (the “Host Country”) to qualified participants from the University, guests, and other educational institutions (the “Program”); and

WHEREAS, I, _____ (the “Participant”), wish to participate in the Program, and

WHEREAS, the University is permitting me to participate in the Program,

NOW, THEREFORE, in consideration for being able to participate in the Program and the covenants set forth herein, I agree as follows:

1. **Participation in the Academic Program.** I have been provided access to information from the University regarding the Program including but not limited to, eligibility requirements, code of conduct expectations, costs, registration procedures, travel, itinerary, logistics, terms of cancellation, academic contact, and academic credit, as applicable. By signing this Agreement and General Release, I acknowledge that I have reviewed all pertinent materials regarding the Program and agree to abide by all their terms and conditions. I also acknowledge that my participation in the Program is voluntary and not required of me by the University. Nor is the University obliged to offer the Program to me.

2. **Risks of International and Domestic Travel.** I understand that participation in the Program may involve risks different from those encountered on my home campus including, but not limited to, risks

- involved in traveling to and within one or more foreign countries;
- posed by different political, legal, social, and economic conditions and behavioral standards;
- raised by differing standards of design, safety and maintenance of structures, public places and conveyances and utility infrastructure and systems;
- created by limited availability of police and medical assistance and standards of health care that vary from those found on my home campus.

I acknowledge that, while the University has provided me with some information about the areas in which I may travel and conditions I may encounter, it cannot anticipate the nature and extent of these risks, any of which or others may involve damage to my person or property. I have made my own investigation of the areas to which I may travel, including review of any applicable information on the webpage of the United States Department of State (travel.state.gov) and the Center for Disease Control (www.cdc.gov). I acknowledge and accept these risks and have not relied upon the University in order to inform myself about them.

3. **Independent Activity.** I understand that neither the University nor any University representative or affiliate is responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University supervised activity, even if a faculty member or other University representative organizes or accompanies me in any independent activity or travel that is not sponsored by or affiliated with the University. I acknowledge and understand that in the event I become detached from the Program group, fail to meet a departing bus, airplane, train, or other conveyance, or become sick or injured, I will bear all responsibility to seek out, contact and reach the Program group at its next destination and bear all costs associated therewith. I acknowledge and understand that there are risks associated with operating a motor vehicle while participating in the Program and that the University assumes no liability whatsoever for any death, injury, damage, loss, accident or delay resulting from the Participant’s operation of a motor vehicle.

4. **Health and Safety Needs.**

4.1. I am aware of applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I understand that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during my participation in the Program, the University is not responsible for the cost or quality of such treatment or care. I understand that the University does not have medical personnel available at the location of the Program or during transportation anywhere in or about the Host Country. The University is hereby granted permission to authorize emergency medical treatment if necessary, and I understand that the University assumes no responsibility for injury or damage which might arise out of or in connection with such treatment, including the University’s selection of responding healthcare personnel. I have had an opportunity to consult with a doctor with regard to my personal medical needs and certify that there are no health-related reasons or problems that preclude, restrict or recommend against my participation in the Program.

4.2. The University and its representatives may, but are not obligated to, take any action they consider to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release the University from any liability for any such actions.

5. **Privacy Rights.** I hereby waive any privacy rights held under FERPA, HIPPA or other federal or state law, and authorize the University to contact the Contact Person identified in my application to the Program or any other individual(s) who, after a good faith attempt to reach the Contact Person, the University chooses to contact regarding any issue related to my participation in the Program. If I have NOT named an official Contact Person on an application, I do so here: Name: _____ Daytime phone: _____ Evening phone: _____ Email: _____. At the University’s discretion, it may disclose to the Contact Person or alternative any information about me it deems necessary or helpful in order to assist or resolve a situation involving me.

I also authorize the University to share any/all information from my education records with any Affiliates (as defined in paragraph 14, below) for the purpose of evaluating my academic status and eligibility to attend the Program.

6. **Program Changes.** I acknowledge and understand that the University has the right to alter or cancel the Program or any portion or feature of it without penalty at its sole and absolute discretion. If a portion of the program has been altered, I agree to accept all responsibility for loss or additional expenses as a result of the University exercising its right to act under this paragraph.

7. **Travel and Accommodations.**

7.1. I acknowledge and agree to accept all responsibility for loss or additional expenses because of delays or other changes in transportation due to sickness, weather, strikes, or other unforeseen causes.

7.2. I acknowledge and understand that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings.

7.3. I acknowledge and understand that the University in no way represents, or acts as agents for, the transportations carriers, hotels, and other supplier of services associated with the Program.

8. **Standards of Conduct.**

8.1. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I understand that behavior, which violates those laws or standards, could harm the University's relations with those countries and the institutions therein, as well as my own well-being. I will become familiar with, and will abide by, all such laws and standards for each country to or through which I will travel during my participation in the Program.

8.2. I am aware of the rules and regulations found in the University's *Student Guide to University Policies* and all relevant University study abroad documents and brochures. In consideration for my participation in the Program, I agree to obey such rules and regulations at all times.

8.3. If my actions violate local or national laws or rules of the University or other host institution or Host Country, or are judged by the University to be damaging to its Program or reputation, I acknowledge that the University has the right to terminate my participation in the Program. In such event, I consent to being sent home at my own expense with no refund of tuition or fees and with potential academic penalty and/or loss of credit, and I understand that I may be subject to further disciplinary action upon my return to the University.

8.4. I will be responsible for and attend to any legal problems I encounter with any foreign nationals or government of the Host Country or any country to or through which I travel during my participation in the Program. The University is not responsible for providing assistance under such circumstances.

8.5. I am aware of the means by which sexually transmitted diseases are contracted and recognize the inherent risks of unprotected sexual activity and intravenous drug use. I am also aware of the health, safety, and legal implications associated with the consumption of alcohol and the use of drugs and will educate myself, prior to departure, about the local or national laws of the Host Country and each country to or through which I will travel during my participation in the Program. I acknowledge and understand that the University assumes no responsibility whatsoever for any death, injury, loss, damage, harm, accident or delay resulting from my conduct as described in this paragraph.

8.6. I understand that there are added risks involved with studying abroad due to COVID-19. These added risks may include health concerns (up to and including death), financial (quarantine, flight changes, travel restrictions, non-refundable payments etc.), and academic (Program changes, course or Program cancellations). I also understand that there may be COVID-19 testing, quarantine and/or vaccination requirements imposed by other countries and/or cities as part of my travel. I accept full responsibility for these risks and requirements and agree to abide by all applicable COVID-19 related laws, policies, regulations, and requirements.

9. **Assumption of Risk and Release of Claims.** Knowing the risks identified above, and in consideration of being permitted to participate in the Program, I hereby, in addition to the releases stated in the above paragraphs, for myself, my heirs, executors, administrators, and assigns, waive, release, covenant not to sue and forever discharge the University and each and any of its agents, servants and employees of and from any and all manner of action or actions, causes or causes of action which I have or may acquire by reason of injury or death, damage or harm to person, or property while participating in the Program or arising out of or in connection with my participation in the Program. Further, I agree to defend, indemnify and hold harmless the University from any and all claims, demands and/or causes of action arising out of my own actions while participating in the Program.

10. **Photo, Video, and Audio Recordings.** I understand that photographs and/or video or audio recordings may be taken of me in connection with my participation in this travel study program. I hereby grant the University the right to use, reproduce, copy, publish, or distribute any and all such images and audio for the purpose of publicizing University programs or for any lawful purpose. Further, I agree to hold harmless and release and forever discharge the University and its agents, employees, and representatives from all claims, demands, and causes of action which my heirs, representatives, executors, administrators, or any other persons acting on my behalf have or may have, including those relating to copyright ownership, publication, privacy and publicity, and any claim for compensation related to the use of any such materials.

11. **Governing Law; Venue and Jurisdiction; Severability.** I agree that this Agreement and General Release shall be construed in accordance with the laws of the State of Delaware, which shall be the forum for any lawsuits filed under or in connection with this Agreement and General Release or the Program. I agree to submit myself to the jurisdiction of Delaware Courts if joined in any such lawsuit. The invalidity or unenforceability of any provision of this Agreement and General Release shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. **Age of Participant.** I am at least eighteen (18) years of age and fully competent to sign this Agreement and General Release. *Note – if the Participant is not yet eighteen, see required statement of parent or guardian below.*

13. **Entire Agreement.** I have carefully read and understand this Agreement and General Release. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

14. **Affiliate of the University.** I understand that the University will secure the assistance or participation of others in the offering of the Program ("Affiliates"). Such affiliates may include, solely for the purposes of this Agreement and General Release, but is not limited to, University-engaged companies and other organizations, which provide services to travel study programs. I extend the benefits of this Agreement and General Release to each Affiliate as if it were a party hereto.

**THIS IS A RELEASE OF LEGAL RIGHTS
READ AND UNDERSTAND BEFORE SIGNING**

Signature of Participant

Print Name

Date

If Participant is under 18 years of age:

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

Signature of Parent/Guardian

Print Name

Date