



UPPER MIDWEST ASSOCIATION FOR INTERCULTURAL EDUCATION

*Augustana College • Elmhurst College • Gustavus Adolphus College • Hastings College
St. Ambrose University • St. Catherine University • University of St. Thomas*

UMAIE JANUARY TERM ABROAD AGREEMENT

Name of Student: _____

Name of Course/Program: _____

I, _____ (Student's Name), a student at _____ ("Institution"), will participate in a cross-cultural study abroad course ("Program") for January term 2012, offered through the Upper Midwest Association for Intercultural Education ("UMAIE"). I understand that participation in the Program is voluntary, and in consideration of being allowed to participate in the Program, I hereby agree as follows:

- 1. Risks of Off-Campus Study.** I understand that participation in the Program involves risks not found in study on-campus, these risks include: 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 buildings, public places and conveyances; risk of pandemic and possible quarantine; housing that may be located in an area that is dangerous to my health and safety; travelling to and within, and returning from one or more countries which is the subject of a U.S. State Department Travel Warning; and other risks which may be described in course descriptions and other written information concerning this Program which I have received and reviewed. I understand that these and other risks are further described in the U.S. Department of State Consular Information Sheet and Travel Warning, accessible at <http://www.travel.state.gov/travel/>. I have made my own investigation and, knowing the dangers, hazards and risks involved in my participation in the Program, I am willing to accept these risks.
- 2. Independent Activity.** Although UMAIE sponsors this Program, I understand that neither UMAIE nor any of the Faculty/Program Directors or travel arrangers will supervise me at all times. I will have the opportunity and the right to independently leave the group periodically, subject to the Faculty/Program Director's requirements for participation in and attendance at classes and other activities that are a required part of the Program. Therefore, I will be responsible for my own safety and cannot hold UMAIE liable for any injuries to my person or property or any other losses that occur during my participation in the Program.
- 3. Disclaimer of Liability.** I understand that neither UMAIE nor the Institution represents or acts as an agent for, and cannot control the acts or omissions of, any host institution, home stay, hotel, transportation carrier, tour organizer or other provider of goods or services involved in the Program. I understand that UMAIE and the Institution are not responsible for matters that are beyond their control. UMAIE, the Institution, their Board of Directors, employees and agents are not responsible or liable for any injury, damage, loss, expenses, or delay which I incur as a result of my participation in the Program including, but not limited to: (1) any injury, damage, loss, accident, delay or other irregularity in goods or services involved in the Program, or which may be caused by the defect of any vehicle or the negligence, default or omission of any host institution or home stay; (2) any losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters or other such causes; or (3) any disruption of travel arrangements, or any consequent additional expense that may be incurred therefrom.
- 4. Early Departure.** If I decide to leave the Program before completing my course of study, I will provide UMAIE with advance written notice of my intention to leave the Program. If I leave the Program prior to its completion, UMAIE has no liability to provide or arrange for transportation, housing, dining or other services to me in connection with my early departure.

5. Standards of Conduct.

A. I understand that each country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior violating those laws or standards could harm UMAIE's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.

B. I will comply with all rules and regulations issued by UMAIE, Faculty/Program Directors or any coordinating institution. It is within the Faculty/Program Director's discretion to determine that my violation of such rules and regulations warrants my termination from the Program. **In that event, I may be sent home at my own expense.** I agree that UMAIE has the right to enforce its rules and regulations, in its sole discretion, and that it will impose sanctions, up to and including expulsion from the Program, for violation of these rules and regulations or for any behavior detrimental to or incompatible with the interests, harmony and welfare of the Program or other participants. If I am expelled from the Program, I consent to being sent home at my own expense with no refund of fees. **I also agree that I will: (a) not buy, sell or use illegal drugs at any time, (b) not engage in abusive use of alcohol, (c) participate in all classes and scheduled activities unless ill, and (d) abide by dress and cultural codes suitable in the countries visited.**

6. Program Changes. UMAIE may, in its sole discretion, determine that circumstances within a foreign country may require the cancellation of the Program within that country. UMAIE will provide me with as much advance notice as possible of its intention to cancel the Program in which I will participate. I also understand that UMAIE, the on-site coordinators or the foreign government may prematurely terminate the Program. I understand that UMAIE's fees and Program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. If the Program is cancelled or prematurely terminated by UMAIE I will not be refunded any fees except those that UMAIE can recover. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, computer problems or other unforeseen causes. If I become sick or injured, I will, at my own expense, seek out, contact and reach the Program group at its next available destination. UMAIE bears no liability for any losses or claims incurred by me in connection with my own early termination from the Program or UMAIE's termination of its participation in the Program. If I decide to remain in the foreign country after receiving notice of UMAIE's intent to terminate the Program, I bear complete responsibility and liability for my own care and safety.

7. Health and Safety.

A. I have consulted with a medical doctor with regard to my personal medical needs. There are no health related reasons or problems which preclude or restrict my participation in this Program.

B. I am aware of all of my applicable personal medical needs. I have arranged, through insurance, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that UMAIE 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 the Program, UMAIE is not responsible for the cost or quality of such treatment or care.

C. UMAIE may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety. I hereby authorize UMAIE and/or Faculty/Program Directors to procure all necessary medical assistance while I participate in this Program and to authorize any competent medical person to do all things reasonably necessary to treat any injury or illness that occurs during my participation in the Program. I agree to pay all expenses relating thereto and release UMAIE, its employees and agents, from any liability or any actions.

D. In the event of an emergency, UMAIE is authorized to contact and release information to _____ (person and relationship to me) at _____ (current phone number) about any and all aspects of my participation in the Program. Such information may include, without limitation, information about my medical condition, my behavior while participating in the Program, and payment of expenses and other costs associated with my participation in the Program. This authorization is valid through the term following return from the Program.

8. Indemnification. I agree for myself and on behalf of my heirs and successors and assigns agree to release, indemnify and hold harmless UMAIE and the Institution, and the past and present trustees, officers, employees, students, and agents of each from any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees) resulting in or arising from my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

9. Program Charges. I am responsible for any and all required payments and charges applicable to the Program. I understand the Program's cancellation policies and fees and agree to abide by them. I have read, understand and will abide by the terms of the **UMAIE Policies and Procedures** and the **Policies and Procedures** from my home institution.

10. Health Insurance. I am insured for any medical expenses, which I may incur while I participate in the Program.

11. Photographic Likeness Release. I authorize UMAIE and its agents to record photographs or other portraits or likenesses of me while participating in the Program on video tape, audio tape, film, photographs, or any other medium in use, reproduce, modify, distribute, and publicly exhibit such recordings, in whole or in part, without restrictions or limitations for promotional purposes. I further consent to the use of my name, voice and biographical material in connection with such recordings or photographs.

A. I release UMAIE, and its past and present directors, officers, employees, students and agents from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies and waive any right that I may have to inspect or approve the finished recordings or photographs.

B. If due to private circumstances I cannot allow the use of my likeness, I may officially notify UMAIE of such, in writing, and that request will override this Release.

I have carefully read this UMAIE January Term Abroad Agreement (this "Agreement") before signing it, and I have received good and valuable consideration for signing it.

This Agreement shall be effective only upon receipt of my application by UMAIE, and shall be governed by the laws of the state of Minnesota, which shall be the forum for any lawsuits filed under or incident to this Agreement or to the Program.

Student Signature:	Date:
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Each of the student's parents/guardians must sign this Agreement if the student is under 18 years old, (19 years old if enrolling through Hastings College).

I, (a) am the parent or legal guardian of the above student; (b) have read 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 student as described in this Agreement, and (d) agree for myself and for the student to be bound by its terms.

Parent/Guardian Signature:	Date:
Parent/Guardian Signature:	Date:

Check here _____ if the student has only one parent/guardian.

Make a copy for personal records.