Study Abroad Agreement

The Catholic University of America, Columbus School of Law (“University”) offers students the opportunity to participate in the International Business and Trade Summer Law Program in Cracow, Poland from June 13-July 15, 2015 (“Program”). As you decide whether to participate in the Program, the University would like to make you aware that international travel involves risks that are not found while studying on the University’s campus. For this reason, it is important for participants to understand the risk and to make an informed decision when considering participation in a Program that involves travel abroad. The University requires participants to sign this Agreement before embarking on the Program. **It is imperative that this document be read carefully as this Agreement contains a release of legal rights and claims.**

In consideration for the University allowing my participation in this voluntary Program, I agree to the following:

ASSUMPTION OF RISK:
I understand that I am not required by the University to participate in this Program and that there are certain risks inherent in international travel and the Program. I also understand that I am responsible for my health, safety, and welfare abroad and that the University or any employee, faculty, agent, or contractor of the University cannot guarantee my health, safety, and/or welfare.

I am aware that risks include, but are not limited to, travel to and within foreign countries; foreign political, legal, social, economic, and security conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local weather and natural disasters; terrorist activity; exposure to contaminated food; and the standard of or access to medical care. I also am aware that there may be other risks not known or not reasonably foreseeable. I understand that these risks can lead to property loss or damage and/or suffering minor, serious, and catastrophic physical and emotional injuries, including death.

I understand and accept all of these risks and I voluntarily assume such risks. (Please initial: ____)

RELEASE OF LIABILITY AND INDEMNIFICATION:
I knowingly agree to release, waive, defend, indemnify, and forever discharge the University, its agents, employees, officers, and trustees from any and all claims or liability for injury or damages (including loss or damage to property) arising from or attributable to my participation in the Program, including any activities I may engage in during my free time, unless it is due to willful misconduct or gross negligence on the part of the University. (Please initial: ____)

INDEPENDENT ACTIVITY OR TRAVEL:
I understand that the University is not responsible for any injury or loss that occurs when I am traveling independently or otherwise separated or absent from any University-sponsored activities. I also understand that the University will not approve, sponsor, or be involved in any way with independent activity or travel. Further, I accept all risks for such travel and activities and understand that such undertakings will be solely at my expense. (Please initial: ____)

INSURANCE:
During the Program, I agree to maintain adequate domestic medical insurance to meet any and all medical costs, including hospital payments. I understand that I will be covered under the Program’s Frontier Medex evacuation and health insurance policy. I take full responsibility for knowledge and understanding of any limitations in my University-provided international insurance policy, medical and otherwise, that pertain to travel abroad. (Please initial: ____).
MEDICAL ACKNOWLEDGEMENT AND CONSENT:
I warrant to the University that I have consulted to any extent necessary with a medical doctor with regard to my personal medical needs and represent that there are not health related-reasons or problems which preclude my participation in this Program. I have received all of the vaccinations and taken all medical precautions recommended by the US Department of State and Centers for Disease Control for travel to the country I will be visiting. I understand that in the event I am injured or become ill, I may not be able to expect the same access to or level of medical treatment in a foreign country as I might in the United States. I also understand that the University does not assume any legal or financial responsibility for medical care or the payment of medical costs and that I am solely responsible for the cost of any medical care rendered to me during the Program.

I understand that while I am overseas an emergency may develop which necessitates medical care, hospitalization, or surgery. Wherever possible, a Program representative or agent will contact the person that I have designated as my emergency contact prior to such treatment. However, this may not be practical depending upon the nature of the emergency. Therefore, I authorize the University or its agents to secure whatever emergency treatment is deemed necessary, including admission to a hospital, the administration of anesthetics, the transfusion of blood, and/or surgery. The University assumes no responsibility for any damage which might arise out of or in connection with such authorized emergency treatment.

I give the University permission to contact the individuals below in case of emergency, including but not limited to medical emergency or dismissal from the Program. (Please initial: ____)

EMERGENCY CONTACT INFORMATION

Your Full Legal Name:

Emergency Contact (s)
Name(s):

Relationship to Participant:

Phone number(s):

E-mail(s):

PROGRAM CHANGES OR TERMINATION:
I understand that the University reserves the right to make cancellations, changes, or substitutions to the Program in cases of emergency or changed conditions. Should the University cancel the Program, full refunds of tuition and program fees will be made unless the cancellation is due to circumstances beyond the control of the University in which case the University will be able to refund only uncommitted and/or recoverable funds.

I understand that any refunds made for the Program where payment is made to the University will be in accordance with published University policies for the academic year in which the Program occurs, unless otherwise stated. (Please initial: ____)

VOLUNTARY OR INVOLUNTARY WITHDRAWL OR DISMISSAL:
I understand that I am subject to the academic regulations of the University (available at http://policies.cua.edu/) and of the Law School (available at http://www.law.edu/), Program guidelines, and laws of the host country. I have read, understood, and agree to be bound by the Law School’s Academic Rules (http://www.law.edu/Announcements/2014-2015/AcademicRules.cfm), the Law Schools Rule of Professional Conduct (http://www.law.edu/Announcements/2014-2015/ProfessionalConduct.cfm)
2015/RulesofProfessionalConduct.cfm), and the CUA Code of Student Conduct (http://policies.cua.edu/studentlife/studentconduct/conduct-full.cfm).

In the event of violation of these, academic failure, or behavior which is detrimental to other students or the Program, the Director of the Program shall have the right to dismiss me from the Program. The Director’s decision will be final and may result in the loss of all academic credit and all Program fees.

I agree to pay for all costs arising out of my voluntary or involuntary withdrawal from the Program prior to its completion for whatever reason, including withdrawal caused by illness or disciplinary action, as set forth above. I also understand that there are increasing financial penalties if I withdraw from the program after April 14, 2015. (Please initial: ____)

PLEDGE:
I agree to comply fully with the rules of the University and its agents, its host institutions and/or any travel and lodging facilities. I agree that the University has the right to enforce its standards of conduct and that should I fail to comply with them, the University has the right to terminate my participation in the trip with no refund of monies paid. I further agree that the policies of the University and the host institution, if any, may be applied to me as a participant and that the University shall have the right to exercise the policies of the University or the host institution at any time.

I also understand that I bear full legal and financial responsibility for participation in the Program, including responsibility for all indebtedness or other legal obligations incurred while a Program participant. (Please initial: ____)

PHOTOGRAPHIC CONSENT AND RELEASE:
The University periodically uses photos and notes about the summer abroad program activities in publicity for the program. I authorize the University to (a) record my likeness and voice on video, audio, photographic, digital, electronic and other mediums; and, (b) use, reproduce, exhibit or distribute these recordings as the University deems appropriate, including for promotional or advertising efforts. (Please initial: ____)

This Agreement contains the release of legal rights and claims. Please read and consider carefully before signing.

I HAVE READ AND UNDERSTAND THE ABOVE PROVISIONS AND AGREE TO BE BOUND BY THEM AS INDICATED BY MY SIGNATURE BELOW

Printed Student Name: ________________________________

Student Signature: ________________________________

Date: ________________________________

Send completed consent/release form to:
Summer Law Programs
The Catholic University of America
Columbus School of Law
Washington, DC 20064
Poland@law.cua.edu