

Study Abroad Agreement/Liability Release Form

Your Name (Last, First, Middle)

Program Location Abroad

Primary SUNY Campus

For participants in Tompkins Cortland Community College – Administered Overseas and Off-Campus Administered Activities.

To the Student: As with all academic programs, certain conditions must be adhered to in order to preserve program integrity.

As a necessary precaution to protect the State of New York, the State University of New York and Tompkins Cortland Community College, these conditions are listed below. We ask that you read carefully and indicate with your signature that you understand them and will comply. Informed consent and agreement to these conditions is a required condition of participation for all TOMPKINS CORTLAND –administered or arranged overseas or off-campus academic programs, and for all TOMPKINS CORTLAND credit-bearing or course related or other College-sponsored or arranged travel.

If you have any questions concerning this document (or any pre-departure procedure or forms), consult the orientation and other pre-departure materials supplied or contact the Global Initiatives Office (room 230) at TOMPKINS CORTLAND.

Section A: Program Information

I, _____ [print full name] have agreed to participate in an overseas academic program, or a credit –bearing, course related or other College initiated overseas activity (hereafter called “the program”) sponsored by Tompkins Cortland Community College, (hereafter called “TOMPKINS CORTLAND”) either in collaboration with an international host organization or organizations, or by arrangement of a Tompkins Cortland faculty member, in _____ [name of the country] from _____ [intended start date] to _____ [expected end date].

I understand and hereby acknowledge that my participation in the program is wholly voluntary. In consideration of the TOMPKINS CORTLAND’s agreement to permit me to participate in the program, by my signature below, I agree to and acknowledge the following:

- I acknowledge that I am aware that there are risks involved in participation in a study abroad program and that I am willing to assume all the risks.

Section A. INITIALS to indicate that I have read and understood the above: _____

Section B: Country Information and Risk.

My participation in the program will require transportation to and habitation in another country and may involve my being subject to risks relating to travel or arising out of program activities, and, I have, diligently endeavored to learn about the country or countries and specific locations within those countries I will visit so as

1. To be aware of the health and safety risks that I may face. I hereby assume, knowingly and voluntarily, each of these risks and of the other risks that could arise out of or occur during my travel to, from, in or around the country in which this program is located.
2. To the fullest extent allowed by law, to release Tompkins Cortland Community College, and the State of New York, their officers, trustees, employees, and
3. its agents from any and all liability, damage or claim of any nature arising out of, or in any way related to participation in this program, the transportation, health care that may be provided, or in any independent activities undertaken as an adjunct thereto.
4. I acknowledge that I have appropriate insurance coverage, will be prepared to pay for expenses not covered by insurance, and I will disclose pre-existing health issues, and will ascertain the need for and obtain necessary vaccinations and recommended medications.

Section B- INITIALS that I have read and understood the above: _____

Section C: Insurance and Medical Information

The College requires that all students participating in an overseas academic program be covered by appropriate accident and medical insurance and that the participants be financially responsible for such expenses. TOMPKINS CORTLAND requires the purchase of a health insurance policy specifically approved by TOMPKINS CORTLAND as a condition of participation in a program;

1. I will be covered for the duration of the program and for any pre- or post-program travel by a comprehensive health and accident insurance policy which provides coverage for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country in which I will be living and/or traveling while on the program;
2. I understand that payment for medical expenses overseas may have to be advanced and reimbursement sought later from an insurance carrier;

3. To the fullest extent allowed by law, I absolve TOMPKINS CORTLAND of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I may incur while I am abroad;
4. I understand that TOMPKINS CORTLAND requires that participants planning to operate a motor vehicle while overseas obtain liability and collision insurance that will cover them in applicable foreign countries;
5. As advised by the Travelers Health section of the Center for Disease Control's internet page, I or my doctor have ascertained what the recommended vaccinations and medications for the area I will be traveling to and I am solely responsible for securing any necessary immunizations prior to departure and for obtaining recommended or required medications needed while abroad.
6. I absolve and release TOMPKINS CORTLAND from liability for things and events that are beyond its control.

Section C-INITIALS that I have read and understood the above: _____

Section D: Personal Responsibility and Transportation

1. To the fullest extent allowed by law, I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, hold harmless, release and forever discharge TOMPKINS CORTLAND and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of actions, judgments, damages, expenses, and costs, including attorney's fees, which arise out of, result from, occur during or are connected in any manner with my participation in the program and/or any travel incident thereto.
2. I understand and acknowledge that TOMPKINS CORTLAND in no way represents or acts as an agent for transportation carriers, hotels, and other suppliers of services connected with this program and TOMPKINS CORTLAND assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including CORTLAND, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, accident, injuries, damage to property, bankruptcies of airlines or other services providers, inconvenience, cessation of operations, mechanical defects, failure

or negligence of any nature howsoever caused in connection with any flights, regardless of whether TOMPKINS CORTLAND makes a flight arrangement, accommodations, restaurant transportation, or other service or for any substitution of hotels or of common carriers beyond TOMPKINS CORTLAND's control or for any additional expense occasioned by any of the foregoing and understand acknowledge that any additional expense resulting from such operational and/or itinerary changes will be paid by me;

3. I understand and acknowledge that in the event that I become detached from a trip group, fail to meet a departure bus, airplane or train, or become sick or injured, I will bear all responsibility to seek out, contact and connect with the group at its next available destination; and that I shall bear all costs involved in contacting and reaching the trip group at its next available destination.
4. I understand and acknowledge that if, due to weather, flight schedules , or other uncontrollable, factors, I am required to spend additional nights, TOMPKINS CORTLAND will not be responsible for my hotel, transfers, meal costs, or other expenses; and
5. I understand and acknowledge that my baggage and personal property are transported at my risk entirely and, as noted above, TOMPKINS CORTLAND also recommends that participants in overseas academic programs insure their property from loss and theft.
6. I acknowledge that I am responsible for my conduct during the period of my participation in this program, I am responsible for following through on acceptance and post participation procedures and I am responsible for paying for the program.
7. To the fullest extent allowed by law, I understand and acknowledge that it is my responsibility to determine and meet prerequisites for classes I hope to take in the program and I understand and acknowledge that TOMPKINS CORTLAND cannot guarantee me placement in classes at an overseas institution and indemnify and hold TOMPKINS CORTLAND, its officers, agents, and employees harmless from any damage or liability incurred due to the inability to enroll in or cancellation of, or my failure to complete with a satisfactory grade a class at an overseas institution.
8. I acknowledge that I am aware that TOMPKINS CORTLAND has the right to make changes to the program.

Section D- INITIALS that I have read and understood the above:_____

Section E: Program Changes

1. TOMPKINS CORTLAND reserves the right to make changes to the program at any time and for any reason, with or without notice, and that TOMPKINS CORTLAND shall not be liable for any loss whatsoever to me by reason of any such change.
2. TOMPKINS CORTLAND reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments and types of housing assigned when arrangements are made by TOMPKINS CORTLAND are within the sole discretion of TOMPKINS CORTLAND;
3. TOMPKINS CORTLAND reserves the right, at its sole discretion, to cancel the program or any aspect thereof prior to departure; and, at TOMPKINS CORTLAND's sole discretion, to cancel the program or any aspect thereof after departure, requiring that all participants return to the United States if TOMPKINS CORTLAND determines or believes that any person is or will be in danger if the program or any aspect thereof is continued. In the event that a program is cancelled, TOMPKINS CORTLAND will refund only uncommitted and recoverable funds.
4. I acknowledge that I am responsible for my conduct during the period of my participation in this program, am responsible for following through on acceptance and post participation procedures, and am responsible for paying for the program.

Section E-Initials that I have read and understood the above: _____

Section F: Conduct and Law

In regard to my conduct while a participant in this study abroad program I understand that:

1. All participants in the program are subject to TOMPKINS CORTLAND's regulations and guidelines (including but not limited to those contained in the Student Code of Conduct and Student Planner and other orientation materials), the host University's regulations and guidelines, as well as the laws of the host country. I agree to obey those rules, guidelines, regulations, codes, policies and laws.
2. TOMPKINS CORTLAND reserves the right to decline, to accept or retail me in the program or course any time, including prior to departure, should my actions or general behavior impede the operation of the program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of TOMPKINS CORTLAND or the laws of the host institution or host country I understand that I may be required to leave the program at the sole

discretion of TOMPKINS CORTLAND’s employees, agents and representatives, and I may be referred to the appropriate TOMPKINS CORTLAND officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the program.

3. TOMPKINS CORTLAND is not responsible for the defense of a participant accused of a violation of the laws of the host country or rules of the host institution or organization and is not responsible for the payment of any fines or other penalties resulting from such violations. I agree to be responsible for any damage or liability incurred as a result of any illness or accident I may suffer, including the costs of any medical care not covered by insurance, or any injury or damage to any person or property of other which I may cause, or for any financial liability or obligation which I may personally incur, while participating in the program.
4. As a participant in this study abroad program, I pledge to conduct myself in a manner that reflects favorably on TOMPKINS CORTLAND, the State of New York, the United States of America, and myself.
5. I understand and acknowledge that the manufacture, distribution, possession, use or sale of controlled substances as defined by New York State and/or U.S. Federal Law, and /or the laws of the host country is prohibited during study abroad. I understand that I will be directly subject to the laws and legal procedures of the host country and host organization as applied to the use, possession and distribution of illegal drugs and these will be strictly enforced by local authorities.
6. I understand and acknowledge that I am solely responsible for ascertaining the lawful age for the possession or consumption of alcoholic beverages in the host country and for my conduct in compliance with local laws as enforced by local authorities.

Section F- INITIALS that I have read and understood the above: _____

Section G: Course Completion, Program Fee Responsibilities

1. I agree to participate fully in all portions of the program, and further agree that any deviation from the design of the program's content or format, including but not limited to participation in field trips, participant-initiated changes to the number or type of courses/tutorials, participant-initiated changes to existing housing arrangements, etc., must

be approved in advance in writing by TOMPKINS CORTLAND's Global Initiatives Office, or the faculty member leading the program.

2. I understand and acknowledge that in order to secure my courses/tutorials and/or housing placement at my overseas host institution, I may be required to submit the appropriate forms to both the Global Initiatives Office at TOMPKINS CORTLAND, and to the appropriate office(s) at the overseas institution in a timely manner as specified in acceptance materials steps by any deadlines noted, and I indemnify and hold harmless TOMPKINS CORTLAND, its officers, agents, and employees harmless from any damage or liability incurred as a result of my failure to follow instructions, return necessary required forms, or take any necessary actions required or recommended by the College or my host institution.
3. I am aware of the nature and the cost of the program I agree to pay the Program Fees, Tuition, or other charges that were specified on the program budget and will guarantee that all financial obligations will be met by the deadline(s) specified on the bill statement. Financial aid recipients will submit all documentation required by their home campus's Financial Aid Office and will either remit any balance owing by the payment deadline(s) or arrange for a deferment through TOMPKINS CORTLAND's Global Initiatives Office prior to the payment deadline.
4. I understand and acknowledge that if I withdraw before the start of the program I will be responsible for paying any part of those costs that cannot be recovered by TOMPKINS CORTLAND or that TOMPKINS CORTLAND may still be required to pay on my behalf. If I withdraw from the program after its starting date, I will not expect to receive a refund of any program fees, or other charges and, depending on the rules of the host university, may not receive a refund. I may also be obligated to repay any financial aid awards that I received in support of my participation in the program. Office of Global Initiatives 170 North St/Box 139 Dryden, NY 13053 USA Email: global@tompkinscortland.edu
www.tompkinscortland.edu/global
5. I agree to abide by any rules and procedures that may be provided by faculty or staff involved in the organization, implementation, and delivery of the program.
6. I agree to complete all the academic work required by my program or host university before the end of my study abroad term/semester/session, or academic year, whichever is applicable, and to remain on site until that date. I understand that the only exceptions to the foregoing may be earlier departure in the event of a medical or personal emergency, or in

the event that I have completed all my examinations within a stated examination period at the end of the term/semester/session or academic year, and have received permission for an early departure from the program's resident director or host university official and arranged for "Incomplete" grades to be recorded, or in the case of faculty-led overseas courses, if the faculty member of record allows course work to be completed after the overseas experience has ended.

7. I understand and acknowledge that it is my responsibility to determine if I must request from my overseas host that a statement of my academic work be forwarded to the Office of the Registrar with a copy to the Global Initiatives Office at the end of my program and if so will comply with the overseas host's instructions.

Section G-INITIALS that I have read and understood the above:_____

Section H: Promotional Authorization

1. I give permission for photographs of me and statements by me to be used in publicity materials
2. I give my consent for the College, the State of New York, the overseas institution I attend, and agencies, organizations, and individuals cooperating with the College in the administration of the program to use images of me or written statements from me in promotional and informational materials.

Section H- INITIALS that I have read and understood the following:_____

Section I: FERPA and Personal/Academic Release of Records

I authorize the release of my student, health and insurance records as described below. According to the provisions of Public Law 93-380 (20 USC 12329-Family Educational Rights and Privacy Act of 1974) and laws concerning the use of medical records commonly referred to as HIPPA, and in connection with my participation in TOMPKINS CORTLAND's overseas program indicated above,

1. I hereby authorize the Global Initiatives Office and its officers, agents, and employees, the Office of the Registrar, the Office of Financial Aid, the Tompkins Cortland Foundation, the Office of Judicial Affairs, or any other office of the TOMPKINS CORTLAND, representatives of my home campus, representatives of my insurance providers, medical staff in whose care I may be, the staff of the organization or institution I am attending overseas, to communicate

with each other and with my parents or guardian or others whose names I provided in my application or on my Emergency Contact list and provide to them or receive from them any academic, medical, or financial information deemed appropriate to assist with health care, to ensure continuation of enrollment at my home university, or enrollment in insurance for any other purpose deemed appropriate to ensure my health and safety in, facilitate financing my participation in, and ensure the receipt of academic credit for my program, including the release of an academic transcript to my home campus upon program completion to an address I provide.

2. I understand that copies of the medical and academic records submitted as part of my application or acceptance procedures may be provided to the overseas program staff or the overseas institution that I will attend and, though we request that all records be kept in the strictest confidence, once sent, these records will be subject to the laws of the country they reside in.
3. I waive any requirement that I be furnished a copy of these records prior to or concurrent with their release.

Section I- INITIALS that I have read and understood the above: _____

Disclaimer Notice/Hold Harmless Clause

I acknowledge that by their nature, criminal justice and law enforcement agencies deal with dangerous situations and that I may be exposed to such. I agree to hold harmless TOMPKINS CORTLAND and the agency I am placed in for any injuries or trauma sustained in relation to the internship.

This Agreement /Release Form remains effective until my relationship with the TOMPKINS CORTLAND overseas program is terminated, judicial actions resolved, financial accounts are settled, and grades recorded which remains in force until rescinded in writing for specific image or quotes. I agree that the terms of this Agreement/Release Form are to be construed under the laws of the State of New York, and that if any portion thereof is held invalid, the balance thereof shall, notwithstanding, continue in full legal force and effect. By signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms , that by signing it I am giving up legal rights I might otherwise have, and that I have signed it knowingly and voluntary. I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Agreement/Release Form and terms of participation that are specified in the program’s orientation materials.

Signature: _____ DATE: _____

Print Full Name: _____

Student ID#: _____

Emergency Contact Information

Print Full Name: _____

Student ID#: _____

Emergency Contact 1 Name: _____

Relationship: _____

E:-Mail: _____

Contact Phone #1: _____

Contact Phone #2: _____

Emergency Contact 2 Name: _____

Emergency Contact 2 Relationship: _____

E:-Mail: _____

Contact Phone#1: _____

Contact Phone#2: _____