

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.

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, judgements, 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.

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 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.
7. 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 the 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.
8. 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.

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: _____

Contact Phone #1: _____

Contact Phone #2: _____

E:-Mail: _____

Emergency Contact 2 Name: _____

Emergency Contact 2 Relationship: _____

Contact Phone#1: _____

Contact Phone#2: _____

E:-Mail: _____