



**STATEMENT OF RESPONSIBILITY, RELEASE,
AND AUTHORIZATION TO PARTICIPATE IN STUDY-ABROAD PROGRAM**

Study Abroad Program: _____

I, _____ (print name) desire to participate in the _____ study-abroad program sponsored by Stetson University College of Law ("Stetson" or "the College of Law"). My participation in this program is completely voluntary. If and/or when I am offered and accept a place in the study-abroad program listed above, I agree as follows:

- 1. General Attendance and Program Requirements:** I understand that this is an academic program and agree to follow the class attendance and participation requirements set by the College of Law and faculty member(s) conducting the program; I understand that these requirements include completing all assigned work and taking all examinations. If I do not comply with these requirements, I realize that I may receive a failing grade and may be subject to disciplinary action. I agree to turn in all materials, forms, and payments by the due dates, and attend all orientation sessions.
- 2. Tuition, Fees, and Withdrawal:** I agree to abide by the College of Law's tuition and fee schedule for this program. I further acknowledge that tuition and fee charges are based upon tuition commitments for the entire program. If I withdraw from this course before it starts, the effective date of withdrawal and cancellation will be the date when my written notice of withdrawal is received by Stetson's Office of International Programs. Once an applicant has been accepted, all deposits are nonrefundable, except when withdrawal is permitted by the policy on *Refund of Tuition and Fees*, available at www.law.stetson.edu/policies. I understand that I am obligated to pay tuition and fees as of May 15 preceding the program. Any attempt to withdraw after that date for reasons other than approved under the policy on *Refund of Tuition and Fees* will not discharge my obligation to pay full tuition and fees for the program.
- 3. Program Cancellation or Changes in Program:** I understand that Stetson reserves the right to cancel and/or discontinue the program at any time and for any reason, with or without notice. If Stetson cancels the program after I have submitted a deposit, Stetson will use its best efforts to arrange for me to attend a similar program, if I so desire. If I do not attend another program, I will receive a full refund of tuition and fees paid as of the date of cancellation in accordance with the *Refund of Tuition and Fees* policy. If changes are made in the course offerings, or other significant aspects of the program, Stetson will communicate those changes to me promptly, if I have paid a deposit or registered for the program. If a significant program change, as defined by Stetson,

occurs, I will be given a reasonable opportunity to withdraw from the program and to receive a full refund of tuition and fees paid.

4. **Risks Associated with Program Participation:** I understand and acknowledge that there are inherent health and safety risks associated with living and studying abroad. Among the risks I may encounter are terrorist activities, natural disasters, accidents, illnesses, disease, social unrest, travel by ground, air, or water, walking/hiking, participation in sports, social, or program activities, travel warnings and evacuations, uneven or steep walkways or grounds, country-specific customs, laws, or practices, country-specific political, social, or environmental risks, and risks associated with non-Stetson travel before, during, and after the program.
5. **Center for Disease Control and Prevention Travel Advice:** I certify that I have reviewed the Center for Disease Control Travel Advice for the host country of the program, as well as other countries I am planning on visiting. This website is found at <http://wwwnc.cdc.gov/travel/destinations/list.aspx>.
6. **U.S. State Department Warnings:** I certify that I have received and have read the most recent *Worldwide Caution* and *Consular Information Sheets* from the U.S. Department of State for the foreign countries included as part of this program. I understand that it is my responsibility and that I am strongly advised to also read warnings for any other countries I plan to visit. Warnings are available at www.travel.state.gov.
7. **Behavioral Expectations:** I acknowledge that Stetson has the authority to establish rules and guidelines necessary for the operation of its overseas programs. The rules of conduct will be provided in written format during the mandatory orientation and also will be summarized verbally. I understand that the host institution and the program housing may have additional policies, rules, or guidelines to which I will be subject and to which I agree to abide. I also agree to abide by the Stetson University College of Law's Student Code of Professionalism and Student Conduct and Academic Honor Code ("Codes") (available at www.law.stetson.edu/policies) during and in connection with my participation in the program. I understand that violating a Code may result in my removal from the study-abroad program, in addition to any action outlined in the Codes, and I agree to act responsibly and appropriately at all times. I also understand that Stetson may contact the Dean of my law school to describe Code or other rule violations, if I fail to maintain acceptable standards of conduct.
8. **Dismissal from Program:** I understand that Stetson has the right to dismiss me from the program at any time if, in the judgment of the faculty and/or staff members(s) conducting the program, Stetson's Associate Dean for International Programs, Stetson's Associate Dean for Academics, or Stetson's Dean or Dean's designee, I have conducted myself in a way that has disrupted the program or brought the program into disrepute. In this regard, I understand that there are behavioral and cultural differences from country to country and that I should be sensitive to these differences and should adjust my dress and conduct accordingly. Some examples of inappropriate conduct include rude and obnoxious behavior due to excessive drinking, shouting and other loud expressions after hours in the

hotel where the participants are staying, and illegal behavior including buying, selling, or using illegal substances. If I withdraw, depart, or am dismissed from the program before its formal completion, I understand that I will not be entitled to or receive a refund of any kind; instead, I understand that I will be required to pay all costs incurred on my behalf, and I will be required to return home at my own expense. If Stetson or its representatives incur any costs related to my conduct or return home, my grades and/or academic transcript will not be released until I reimburse Stetson in full; I also may be placed on a nonacademic hold under Stetson's policies. I also understand that if I withdraw, depart, or am dismissed from the program before its formal completion, I will not be eligible for any academic credit I might have earned and will automatically be withdrawn from the program. If I voluntarily withdraw from or depart before the program concludes, I will receive a grade of W (withdraw) in all courses. If I am dismissed from the program before it concludes, I will receive a grade of I (incomplete) or X (failure to complete course requirements), as determined by the course professor in connection with Stetson's Associate Dean for Academics.

9. **Laws of Foreign Countries:** I understand that as a visitor in a foreign country, I will be subject to the laws of that country. I agree to comply with those laws, as well as any rules or policies of the host institution. I understand that being charged with any infraction of the laws of the host country is grounds for immediate removal from the program, without refund of tuition and fees. I also understand that should I have any legal problems in the host country, I will be responsible for any legal costs I or Stetson incur as a result. Stetson cannot provide legal counsel in such circumstances and is not responsible for any legal costs. If Stetson, in its sole discretion, assists with any costs, it will be considered an advance that I must repay immediately upon return. I understand that a failure to pay will place me on a nonacademic hold pursuant to Stetson's policy.
10. **Travel within Program:** I agree to provide a travel itinerary with my program's Resident Director if I travel outside my program's host city. I also agree to keep my emergency contact card with me throughout the duration of the program. At all times during my travel with the program, I agree to be in possession of a valid United States passport and if I am not a United States citizen, to carry a valid foreign passport or official travel document and any visas (e.g., tourist or student visa) or other immigration documents (e.g., U.S. "green card," Form I-20) required for entry into a foreign country and re-entry into the United States. If I engage in group travel and am prevented from traveling with the group at any time due to my failure to possess all necessary documents, I understand that I will bear responsibility for all costs incurred to seek out, contact, and reach the group, obtain accommodations during periods of delayed departure from any location, or return home. I agree to provide a photocopy of each and every necessary travel document referred to above that is required for my participation in this trip.
11. **Independent Travel:** I understand that activities or independent travel conducted when I have free time before, during, or after the program will be unsupervised by Stetson, its employees, agents, or representatives. I agree that Stetson, its employees, agents, representatives have no responsibility or liability for any injury, damage, or loss suffered by me during such periods of independent activity or travel, and this Release shall remain

in full force and effect during such independent activities. I agree that if I become detached from any group with which I am traveling or am unable to remain with the group for any reason, I will bear all responsibility and costs incurred to seek out, contact, and reach the group at its next available destination or to return to the host institution, if applicable, during the term of the program.

12. **Vehicle and Travel:** I acknowledge that if I drive my own vehicle or a rental vehicle, or if I am a passenger in another person's vehicle in connection with this program, Stetson's insurance does not cover that vehicle and that Stetson is not responsible for assuring the safety and reliability of the transportation or driver. In addition, Stetson is not responsible for any non-Stetson-sponsored activities or travel in which I choose to participate. I understand that deteriorating roads, hairpin curves with no guard rails, inadequate signs and lighting, disregard for traffic laws, and poorly maintained vehicles can be common abroad. I further understand that Stetson discourages me from driving an automobile or a motorcycle while abroad, and that I accept all risks associated with operating or riding in a vehicle in a foreign country.
13. **Disability and Religious Accommodations:** If I require an accommodation due to disability and/or religious observances to fully participate in the study-abroad program, before departing, I will follow the proper procedures for reasonable advance notice, assessment, and consideration of reasonable accommodation by the necessary College of Law parties. I understand that attitudes toward disability and levels of accessibility vary from country to country. Many other countries are becoming more aware of the needs of the disability community but may not have the same level of access available. By disclosing in advance the need for disability accommodation, Stetson will be in a better position to try and reasonably accommodate my needs.
14. **Medical Conditions and Insurance:** I understand that I am personally responsible for obtaining all health information, medical procedures, immunizations, and medications appropriate to my study-abroad program for my personal well-being. I realize that accident and illness insurance, as well as insurance for medical evacuation and repatriation, which are applicable outside of the United States, are required for me to participate in the program; I understand I will be charged a mandatory insurance fee as part of the program cost. If Stetson incurs expenses on my behalf for medical reasons, I understand that those amounts are considered an advance that I must repay immediately upon return. I understand that a failure to pay will place me on a nonacademic hold pursuant to Stetson's policy. I also understand that Stetson encourages me to have appropriate insurance coverage for the entire time I am abroad, even during independent travel before or after the program period.
15. **Emergency Medical Care:** While recognizing that Stetson is not liable for my health and safety, I nonetheless authorize Stetson, its employees, agents, and representatives to act in any attempt to safeguard and preserve my health and/or safety during my participation in the program, including disclosure of information to those listed as emergency contacts by me, authorizing or not authorizing medical treatment on my behalf and at my expense, to place me, at my own expense, and without further consent,

in a hospital for medical services and treatment or if no hospital is readily accessible, to place me in the hands of a local health care provider for care and treatment. I also authorize Stetson to elect (or not elect) to return me to the United States at my own expense for medical treatment in case of an emergency.

16. **Liability Waiver and Release, and Other Indemnification:** I understand and voluntarily assume the risks of participating in this study-abroad program and agree for myself, my heirs, and my personal representatives to hold harmless and forever release Stetson from any and all claims and causes of action for inconvenience, damage to or loss of property, medical or hospital care, personal illness or injury or death arising out of or that may result from my participation and transportation activities in connection with the study abroad program named above. This release and discharge of liability includes but is not limited to, loss or damage I may sustain (a) as a result of using or riding in any vehicle, (b) as a result of a strike, war, governmental restriction, or regulations, (c) as a result of the acts or omissions of a water carrier, airline, railroad, bus company, taxi service, hotel, restaurant, school, university, or any other firm agency, company or individual that assists or provides services in connection with the program, (d) as a result of acts or omissions of Stetson, specifically including any acts of negligence by Stetson, or (e) as a result of any criminal acts of third parties. I further release and hold Stetson harmless from any and all liability for any loss, damage, injury, or expense that I or my next of kin may suffer, including death, in connection with and/or as a result of (whether in whole or in part, or directly or indirectly) my participation in the program due to any cause whatsoever, including but not limited to, negligence, breach of contract, or breach of any statutory or other duty of care, delay, or expense or acts of nature. I further understand that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion is held invalid, I agree that the balance will continue in full legal force and effect.

I further agree to exonerate, indemnify, and hold Stetson harmless from and against any and all liabilities and obligations for which I may become liable as a result of damage or injury to the person or property of others while I am a participant in the program. This indemnification includes attorney's fees and costs.

17. **Governing Law, Mediation, and Venue:** This Agreement and Release will be construed in accordance with, and governed by, the laws of the State of Florida, in accordance with its plain terms and not for or against either party. The parties agree that they will make good-faith efforts to settle by friendly means any difference of opinion that might result under or from this Agreement. If a dispute arises that the parties cannot resolve, the parties agree to mediate those disputes. The mediator will be selected by mutual agreement of the parties; the mediation will be held in Pinellas County, Florida. Any litigation regarding this Release or the study abroad program must be brought in a court of competent jurisdiction in the County of Pinellas, State of Florida, or in the case of federal litigation, in the U.S. District Court for the Middle District of Florida.

All references to Stetson in this Statement of Responsibility, Release, and Authorization to Participate in Study Abroad Program includes and encompasses the University itself, its

individual Colleges and schools, its employees, officers, director, and employees, its volunteers, agents and affiliates, representatives, successors, and assigns.

I acknowledge that I have read this entire document and understand its terms and agree to the conditions described above.

Participant's signature (if the participant is under 18 years of age, the agreement also must be signed by parent or legal guardian):

Signature

Date