

THE PENNSYLVANIA STATE UNIVERSITY

Statement of Responsibility / Waiver and Release for Short-term International Group Travel

1. **Participation in the Program:** I hereby indicate my intention to voluntarily participate in the following short-term credit-bearing or non-credit bearing program abroad ("the Program") sponsored by The Pennsylvania State University ("Penn State"):

(Course/Program title, destination country, program start and end dates)

By agreeing to participate in the Program above, I agree to accept the terms specified in this statement and abide by the terms stipulated hereinafter.

2. **Program Details:** I have been informed by Penn State of the scope and focus of the Program, eligibility requirements, costs, registration procedures, travel, itinerary, logistics and content, have fully educated myself as to the details of this Program and agree to abide by its terms. The Program may be administered and conducted solely by Penn State, or in partnership with a host institution in the destination country ("host institution").
3. **Standards of Student Conduct:** The following are the conduct standards that each Program participant is expected to meet for the duration of the Program. Students who fail to uphold these standards may be faced with sanctions imposed by the host institution or Penn State's Office of Judicial Affairs and/or dismissal from the program. Any decision to terminate a student's participation will be made by the on-site coordinator after direct consultation with Penn State. A student may be dismissed without warning or prior notice.

I understand and agree to the following standards of conduct and terms:

- A. I am expected to maintain behavior that is consistent with Penn State's Code of Conduct (see <http://www.sa.psu.edu/ja/procedures.html>). Failure to do so may result in dismissal from the Program and/or further judicial review at Penn State upon my return.
- B. I am subject to the laws of the host institution and the host country and neither Penn State nor the United States government is in a position to protect me from prosecution. I understand and acknowledge that should I experience any sort of legal problems with any foreign nationals or with any government while participating in the Program, I will attend to the matter myself and with my own

personal funds. While Penn State will endeavor to provide reasonable assistance under such circumstances, Penn State is neither responsible nor obligated to do so.

- C. Possession, use or dissemination of illicit drugs is prohibited.
 - D. I will abide by the host country laws (and if applicable, the host's policies) with respect to alcohol and other drugs. Abuse of alcohol is prohibited and may result in termination from the program and further disciplinary action.
 - E. I must respect property of the host institution and other students. Should I cause any damage to persons or property while participating in the Program, I will be responsible for all associated costs and liability. Liability insurance is highly recommended.
 - F. Driving laws and customs vary from country to country. Driving while on a Penn State Program abroad is strongly discouraged. If I operate a motor vehicle in a foreign country, I run the risk of violating laws and liability requirements with which I am unfamiliar.
4. **Participation:** I understand that participation in all group activities and/or classes is mandatory, unless otherwise indicated by the Program leader.
5. **Assumption of Risk:** I understand and acknowledge that my participation in the Program is wholly voluntary. I am fully aware that there are risks and hazards connected with participation in the Program, above and beyond any that would typically be encountered while studying on campus at Penn State. These risks include, but are not limited to, those associated with ground, air or water transportation, adverse weather conditions, communicable diseases, inadequate or substandard medical care, substandard building construction or maintenance, civil unrest, terrorism, war, and negligent or criminal acts of third parties. I understand that Penn State is not responsible for my safety and that it is my responsibility to take precautions to minimize such risks. I hereby elect to voluntarily participate in this Program, and voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me (my son, daughter) as a result of participating in the Program.
6. **Release from Liability:** In consideration for Penn State's sponsorship of this Program and for allowing me to participate, I do hereby agree to release and hold harmless Penn State, its officers, employees, agents and representatives, for any claims, demands or causes of action based upon or arising out of any illness or injury, including death, property loss or damage, deviation, delay or curtailment, however caused, which I (my son, daughter) may suffer in connection with participation in this Program
7. **Indemnification:** For myself, and all of those who claim through me, I agree to indemnify and hold harmless Penn State, its employees, agents and representatives, from

any and all claims, demands or causes of action and all expenses incidental thereto, based upon or arising out of any personal injury (including death) or property damage or loss caused by or resulting from my (my son's, daughter's) acts or omissions during enrollment in this Program.

8. **Health:** I understand that Penn State cannot be held responsible for my health, safety, or well-being during participation in the program. I further understand that on rare occasions an emergency may develop which necessitates the administration of medical care, hospitalization or surgery. Therefore, in the event of injury or illness to myself (my son, daughter) necessitating emergency medical care, I hereby authorize Penn State, by and through its authorized representative(s) or agent(s), to authorize and secure any necessary treatment, including hospital admission and the administration of an anesthesia and surgery. It is understood that such treatment shall be solely at my expense and I agree to reimburse the University for any expenses which it might suffer on account of said injury or illness or treatment thereof. I understand that Penn State makes no representation with respect to the quality or accessibility of medical services and facilities abroad. Appropriate treatment may not be as readily available abroad as in the United States. I voluntarily assume any and all risks associated with medical treatment while a participant in the program. I acknowledge that it is my responsibility to make any arrangements necessary for continuation of medical treatments, such as prescription medications or special diet.
9. **Withdrawal or Dismissal from Program:** In the event that I am dismissed or voluntarily withdraw from the Program for any reason I will be responsible for transportation costs home and any other expenses in connection with the dismissal or withdrawal. If dismissed, credits and grades for the completed course may not be given, and neither Penn State nor the host institution is obligated to refund any part of the fees associated with the Program.
10. **Travel Arrangements:** I understand that Penn State reserves the right to make changes, including cancellations or substitutions, to the Program itinerary at any time and for any reason, with or without notice. I agree to accept all responsibility for loss or additional expenses, including penalties assessed by air carriers, due to such changes to the Program specifics or travel delays. I agree that Penn State shall have no responsibility or liability for any injury, damage or loss suffered by me during periods of independent activity or independent travel prior to, during or after the Program. If I become separated from the group for any reason while the Program is ongoing, I will rejoin the group, at my own expense, at the first opportunity.
11. **Program Cancellation:** I understand that Penn State reserves the right to decline any application or to cancel any program without notice.

12. **Release of Information:** In case of an emergency in which I cannot be reached, I authorize the U.S. Department of State to release information concerning my welfare and whereabouts to Penn State.
13. **Governing Law:** This statement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania. Centre County, Pennsylvania, shall be the forum for any disputes or lawsuits filed under or incident to this document and/or the Program. The terms and provisions of this document shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any relevant law, the validity of the remaining portions shall not be affected thereby.

With the intent to be legally bound, I acknowledge and represent that I have read this document, that I understand same, and that I voluntarily sign below in order to evince my agreement with the terms set forth herein, with full knowledge of the educational benefits and possible risks associated with my participation in the Program.

Signature of Student Participant

Date

Participant's Name
(Please print or type)

Student ID Number

If student participant is under the age of 18, the signature of parent or guardian is required below.

I certify that I am the Student Participant's parent or legal guardian, and that I have read this form, understand the provisions hereof, and agree to be bound by the terms set forth herein, on behalf of the student participant and on my own behalf.

Signature of Parent or Legal Guardian

Date

Parent or Guardian's Name (Please print or type)

Person to be contacted in an emergency:

Name	
Relationship	
Phone (Home, Office, Cell)	
Address	
E-Mail	