

International Travel Registry Participation Agreement and Release
Johnson & Wales University

THIS DOCUMENT CONTAINS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

Students who have been accepted into a Johnson & Wales University (“JWU”) program involving international travel (hereinafter the “Program”), must agree to and comply with this *Participation Agreement and Release* (the “*Participation Agreement*”) as a condition of and before being allowed to participate in the Program. This Participation Agreement applies to all student travel opportunities offered outside the Study Abroad Program portfolio.

STUDENT AGREEMENTS AND RELEASE:

By signing this Participation Agreement, I acknowledge and agree that the terms and conditions set forth in this Participation Agreement apply to any and all travel that I may participate in through the Program.

I wish to participate in the Program, and I certify that my participation in the Program is wholly voluntary. I agree to the terms and conditions of the Program as described in this *Participation Agreement*. I further agree to all of the following:

Health and Safety: I have consulted a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems, which would preclude or restrict my participation in the Program. I understand that if I am a student with a disability, and I would like to make a request for a reasonable accommodation, I must do so by contacting the university’s Center for Academic Support no less than two months prior to my program start date. I further understand that if I have a dietary or other request that is not associated with a disability, I must contact the Program coordinator no less than two months prior to my date of departure. Due to the nature of the Program, the university may not be able to grant my request(s).

I agree that (a) the university is not obligated to attend to any of my medical or medication needs and I assume all risk and responsibility thereof, and (b) the university may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety, including, without limitation, placing me in a hospital or in the care of a local doctor, consenting to medical care on my behalf or transporting me back to the U.S. by commercial airline or otherwise. I agree to pay all expenses relating thereto, including, without limitation, any emergency medical treatment, ambulances, hospitals or any other charges incurred and release the university from any liability for such actions. I agree that the university is not responsible for the cost or quality of any medical treatment or care that I may receive.

Should a medical emergency require that I depart from the Program early, I understand that I may be able to receive medical credit for tuition from the university, if this is a program involving JWU tuition. I understand that it is my obligation to contact Student Financial Services for more information.

Personal Conduct - Compliance with laws, rules, and regulation: I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, and behavior. I agree to abide by all such laws and standards including, without limitation, laws relating to the possession, use, or sale of drugs. I further agree to abide by the instructions, rules, and regulations of any landlord, host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the Program (each, a “Provider”). I understand and acknowledge that the Provider may require me to execute additional documentation before I may participate in the Program.

I agree that I will comply with all university policies, including the *Student Code of Conduct* and with the instructions of university and Provider personnel during my participation in the Program.

I acknowledge that certain rights, freedoms, and protections that exist in the United States may not be available in all foreign countries, including the right to be free from certain forms of discrimination and harassment and the right to due process, free speech, and free association. I understand that engaging in activities such as political or union activities or demonstrations while in a foreign country may be dangerous or illegal.

I agree that I am solely responsible at my own cost and expense for any civil, criminal or other legal problems I encounter while participating in the Program. I acknowledge that the university will not be responsible for providing any assistance or legal counsel if I do encounter legal problems.

Program Activities: I acknowledge and understand that the Program involves participation in activities (hereinafter “Activity” or “Activities”) organized by the university and/or by third parties. These Activities may include, but are not limited to industry visits, cultural excursions, adventure activities and group meals. I am required to participate in the full program itinerary, including all Activities.

I acknowledge that, depending on the Program, some of the Activities are physical activities that involve a risk of injury, such as eco hikes, horseback riding, canopy tours (zip lining), swimming, whitewater rafting, hiking, snorkeling, hot springs, water slides, etc. I understand that the Activities may include risks associated with travel to and from the Activity, exposure to elements, weather conditions and other forces of nature, excessive heat, hypothermia, encountering objects either natural or man-made, exposure to animals, insects and/or reptiles, encounters with hazards including rocks, stumps, cobblestones, rough water, water currents and wind, capsizing, jarring movements and speed, uneven ground, trips and falls, equipment malfunctions, human error and the potential of my own negligence and the negligence of others, that could result in significant injury including the potential for permanent disability and death. I agree that the university is not responsible for any loss or injury to person or property that I may suffer or for which I may be liable to another person or entity as a result of my participating in any Activity and/or my travel to and from the Activity and I recognize that the university assumes no responsibility, financial or otherwise, in connection with my participation in and travel to and from any Activity.

I understand that it is my obligation to inquire about Program Activities prior to departure if I have any questions or concerns about participation, so that I may voluntarily determine if the Program is appropriate for me. I understand if I am unable to participate in an Activity, I will immediately notify the Program coordinator. In the case of a Program for credit, I further understand that my failure to participate in an Activity may result in a lower grade, which will be reflected in my transcript, or may otherwise adversely impact my academic standing.

Dismissal from the Program: I agree that the university has the right to enforce this *Participation Agreement* and that it can impose sanctions, up to and including immediate dismissal from the Program, if I violate the *Student Code of Conduct* or any of the terms or conditions of this Participation Agreement or if I engage in any behavior detrimental to or incompatible with the interest, harmony, and welfare of the university, the Program, the Provider, the host university, or the other participants, including, without limitation, any behavior that poses a danger to myself or others, or interferes with the mission of the university, as determined by the university in its sole discretion. I understand that I can be removed from the Program without due process, and that any violations may also be referred to appropriate university officials in the U.S. for further disciplinary or other action.

If I am dismissed from the Program (or if I voluntarily leave the Program), I will leave the Program immediately at my own expense with no refund of fees or tuition paid in connection with the Program. I agree to make my own travel arrangements for my departure from the Program.

I understand that the university has an obligation to investigate and respond to reports of violence, sexual misconduct and relationship violence. In the event the university receives a (non-confidential) report of such misconduct having occurred during a study abroad experience, the university will take immediate steps to investigate, generally following the procedure outlined in the [JWU Conduct Review Process](#) as outlined to the extent possible. However, when necessary, the university may apply alternative procedures or standards in order to fulfill its obligations and to fit the unique needs and circumstances presented by each study abroad experience.

For example, the [JWU Conduct Review Process](#) permits the university to implement interim measures to prevent the recurrence of any harassment and/or protect the campus community. Such interim measures may involve removing students, who have been accused of violations of the Student Code of Conduct and may pose an ongoing risk, from the educational environment. When a student participates in a study abroad experience, the university may be limited in its ability to remove students accused of Student Code of Conduct violations from the educational environment while maintaining its oversight and authority over such students. Please note that in such circumstances, the university will take reasonable measures to ensure all students are provided a safe, harassment-free environment, including, if necessary, arrangements for return transportation, pending resolution of the outstanding conduct matter.

Separation from Group and Independent Travel: In the event that I become detached from the Program due to my failure to meet at an assigned time or for any other reason, I agree to immediately contact the program coordinator to let the university know that I am safe and whether I plan to rejoin the Program at the next available destination, all at my own cost and expense. I understand that I will be responsible for all costs and expenses incurred by the university in its attempts to locate me, if I am separated from the Program and do not immediately contact the program coordinator. I agree that the university is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from the Program.

The university strongly discourages owning or operating motor vehicles during the course of the Program due to the inherent dangers of driving in a country with different traffic laws, driving habits, and regulations relating to insurance. Should I choose to operate a motor vehicle, I recognize that the university assumes no responsibility, financial or otherwise, in connection with such motor vehicle and my operation thereof.

Program Changes: I agree that the university may make cancellations, changes, or substitutions in the Program at any time in the event of emergency or changed conditions, or if the Provider determines that such changes or substitutions are in the best interest of the Program or its participants.

Risks of Traveling Abroad: I acknowledge that participation in the Program involves risks not found in study at the university's U.S. campuses. These risks include:

- Foreign political, legal, social, and economic conditions, including strikes, civil unrest, war, terrorism, and criminal activity;
- Risks associated with travel to, from, and within one or more foreign countries, including delays, cancellations, dishonor of reservations, loss of or damage to baggage or other property, injury to person (including death), or other accidents;
- Local medical conditions, including diseases not common in the United States, quarantine, public health conditions, or limited availability of medical services; and
- Other circumstances beyond the control of the university.

I further understand and acknowledge that I can find information about travel warnings and other news related to a specific foreign country at <http://travel.state.gov> and <http://www.osac.gov>. These websites provide descriptions of conditions abroad that may affect safety and security, including specific information and travel alerts.

Withdrawal from Program: I understand and agree that if I need to withdraw, I must send a written withdrawal letter or e-mail to the program coordinator. A telephone call will not be sufficient. The date on which my letter is received will be the formal date of withdrawal. I further understand and agree that this withdrawal policy applies to withdrawals from the Program for any reason. This includes, but is not limited to withdrawal from the university for failure to meet financial or academic requirements, or due to violations of the *Student Code of Conduct*. If I am withdrawn because of my failure to meet financial or academic requirements, or due to violations of the *Student Code of Conduct*, the withdrawal date will be determined by the university. I further understand and agree that I will be responsible for reimbursing the university for any additional fees paid by the university on my behalf in anticipation of my participation in the Program.

Emergency Contact: I hereby authorize any and all employees of the university, including but not limited to the persons who accompany me on the Program, to provide to my Emergency Contact identified on my International Travel Registry Emergency Contact list with any and all documents and information related to me, including documents and information that may be contained in the education or other records of the university, including but not limited to medical information and travel scheduling information. I further consent and agree that the university has the authority to rely on the decisions of my Emergency Contact if deemed necessary with regard to my health and safety. I hereby release the university, its officers, trustees, employees, and agents, from any liability to me or anyone claiming by, through, or under me, which may arise directly or indirectly out of the university's good faith communications with or reliance upon my Emergency Contact. I understand that my participation in the Program is not conditioned upon my completion of the emergency contact information.

Assumption of Risk and Release of Claims: I acknowledge that I have read this *Participation Agreement* carefully and understand its contents. Knowing the risks involved and in consideration of being permitted to participate in the Program, I agree, for myself and on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify the university and its officers, trustees, employees, and agents, from and against any present or future claim, loss, or liability for injury to person (including death) or property which I may suffer or for which I may be liable to any other person or entity, arising in connection with my participation in the Program.

Participant Agreement and Release:

I, _____ (*print student name*), have read this *Participation Agreement* in its entirety. I understand its contents and agree to all of its terms and conditions. I certify that I will be participating in the Program with full knowledge and consent. Unless otherwise specified, I agree that I will be personally responsible for any costs, expenses, and debts, which I may incur as a participant in the Program, including expenses incurred for my medical care, necessities, and transportation back to the United States.

(Participant Signature)

Parent/Guardian Agreement and Release: Participants under the age of 18 years of age must have a parent or legal guardian sign this Participation Agreement prior to participating in the Program.

I certify that I am the parent or legal guardian of _____ *(print student name)*. I have read this *Participation Agreement* in its entirety. I understand its contents and agree to all of its terms and conditions. I certify that the student named above will be participating in the Program with my full knowledge and consent. Unless otherwise specified, I agree that I will be personally responsible for any costs, expenses, and debts, which the student may incur as a participant in the Program, including expenses incurred for the student’s medical care, necessities, and transportation back to the United States.

(Parent/Guardian Signature)

(Date)