

## Conditions of Participation, Student Liability Release, Health Insurance Certification, & Medical Release

### INSTRUCTIONS

1. Please read this document carefully. It is a legal contract and affects any rights you may have if you are injured or otherwise suffer damages while participating in the program.
2. Students must sign this document in the presence of a notary.
3. Make a copy for your personal records and return the original of this form to Study Abroad & Global Engagement by the date stated in your acceptance letter.

One completed copy of this document must be on file with Study Abroad & Global Engagement before a student can participate in a KU Study Abroad program. The person signing this document is referred to as “student” or “participant.”



\_\_\_\_\_  
PARTICIPANT'S NAME

\_\_\_\_\_  
PROGRAM

### STUDY ABROAD POLICIES & CONDITIONS OF PARTICIPATION

#### **KU Rules**

As a participant in a KU study abroad program, I am subject to the KU Code of Student Rights and Responsibilities. Likewise, I am subject to the KU Policy on Academic Misconduct. These two documents are available through the KU Student Affairs website at [studentaffairs.ku.edu/student-resources](http://studentaffairs.ku.edu/student-resources).

#### **Academic Policy**

Because this is an academic program, I am responsible for attendance at classes and on scheduled activities, and for completing assigned work. Failure to participate fully in the program may constitute academic misconduct and result in dismissal from the program. I understand that participants are expected to remain fully enrolled while abroad and that any exceptions must be discussed with a KU SAGE program coordinator.

#### **Program Rules**

The Program Director and staff have the authority to establish rules and guidelines necessary for the operation of the KU Study Abroad program and to promote the health and safety of the entire group. Specific program rules are given in orientation and pre-departure materials. I understand that if I violate the established rules, I will be subject to disciplinary action, which may include dismissal from the program without refund.

#### **Orientation**

I am responsible for informing myself of practical, health and safety, and cultural matters relevant to visitors to my

study site. In addition, I am responsible for the content of all pre-departure and orientation materials. KU students are required to attend a pre-departure orientation on campus as a mandatory condition of participation in a study abroad program.

#### **Host Country Laws**

As a visitor to a foreign country, I will be subject to the laws of that country. It is my responsibility to obey the laws in all countries I visit during the period of study abroad. Violations of the local law of the host community or country are referred to and handled by the appropriate local law enforcement authorities. SAGE can provide referral to resources for legal assistance in the host country, but cannot assume expenses of or interfere with the legal process.

#### **Behavior in Host Country**

As a study abroad participant, I am a guest in a host country. Behavior that may seem harmless in another setting may be considered offensive in the host culture. Such behavior could harm relations of the University of Kansas or the host institution and result in curtailment of the program. It is essential that all participants respect norms of conduct and patterns of behavior which may be different from standards at home. Such norms will be discussed at orientation meetings with the Program Director and/or on-site staff. If I am unsure about what constitutes acceptable behavior at the study site, I may consult the Program Director or program staff. Repeated behaviors offensive to the host culture may constitute grounds for dismissal.

**STUDY ABROAD POLICIES & CONDITIONS OF PARTICIPATION, CONTINUED**

**Illegal Drugs**

Use of illegal drugs during the entire period of the program is strictly prohibited. Students in the program found using or possessing illegal drugs in any form are subject to immediate expulsion.

**Conduct**

Conduct which is disruptive to the program, offensive to the host culture, or which endangers myself or others, may result in dismissal. Violent behavior, sexual harassment, racial or ethnic harassment, will not be tolerated and will be dealt with severely. In addition to these and other non-academic offenses outlined in the KU Code of Student Rights and Responsibilities, conduct such as, but not limited to abuse of alcohol, intentional and deliberate antagonistic behavior and abusive language toward fellow participants, program faculty and staff, or citizens of the host country, may result in dismissal.

**Free time**

I assume responsibility for my choice of activities during unscheduled program time. All standards of conduct expected of university students apply to free time as well as scheduled program activities. I understand that, should my behavior during my free time negatively impact members of the group or program activities, this can constitute academic misconduct, which could result in suspension, dismissal, and/or reduction of my course grade. I understand the need to carefully consider the

consequences of accidents or injury arising from my choice of activities or travel destinations during free time. If I become ill, injured or am the victim of crime or violence, while traveling outside the study site during free time, I understand that the program will have very limited ability to assist me and that the program cannot pay for the costs of providing assistance.

**Financial Responsibility**

My participation in the program is contingent upon making all payments or financial aid arrangements by the stated due dates and completing and submitting all required forms before the start of the program. I further understand that failure to submit forms or payments may result in late enrollment penalties or my being dismissed from the program.

**Voluntary or involuntary departure**

Voluntary or involuntary departure from the program before its completion does not automatically result in academic withdrawal. While Study Abroad & Global Engagement may assist, I am responsible for resolving my enrollment status if I leave the program early.

I further understand that I am solely responsible for any and all costs arising out of my own voluntary or involuntary withdrawal from the program prior to its completion, including withdrawal caused by illness or disciplinary action by representative.

The purpose of studying abroad is to engage in a holistic learning experience, which combines achievement of academic objectives with the larger goal of gaining a deeper understanding of another culture. Cultural learning through study abroad promotes tolerance, fosters collaboration and establishes friendships among individuals, institutions and nations. I recognize that by participating in a University of Kansas (KU) Study Abroad program I am taking part in an on-going relationship with host country institutions and individuals, and I assume responsibilities attendant to maintaining good relations with hosts and colleagues.



**In consideration of being allowed to participate in a KU study abroad program I,**

\_\_\_\_\_  
PARTICIPANT'S NAME (PLEASE PRINT)

**hereby understand and agree to the above conditions of participation.**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MONTH      DATE      YEAR

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

## I. Liability

In conducting study abroad programs, the University of Kansas (KU) makes every effort to provide for the welfare and safety of the participants. On many programs, the official representative of KU at the study abroad site will make such rules and regulations for the conduct of the participants as will reasonably safeguard the health, well-being, and safety of all such participants, taking into consideration KU policies on student rights and responsibilities in addition to the laws of the host country. The student has chosen to participate in the program voluntarily and understands that there are certain inherent risks (including, but not limited to, local and international travel conditions and alternative modes of transportation; physical activities that involve a risk of injury; communicable disease, ill effects of unfamiliar food and water; sickness; adverse weather conditions and natural disasters; medical and healthcare related issues; political, social, medical, and economic conditions or civil disturbances; crime and public safety; and other circumstances beyond the control of KU) that the participant knowingly and voluntarily assumes. The participant understands that neither the University, nor any cooperating institution, assumes any responsibility, financial or otherwise, for damage to or loss of property, personal illness or injury, or death as a result of the student's participation in the program.

Study Abroad & Global Engagement (SAGE) regularly monitors information relevant to the safety of all KU students abroad, from official sources as well as from domestic and international partners. In addition to other sources of evidence of potential risk to students, SAGE gives primary consideration to Travel Advisories issued by the U.S. Department of State which are at four levels --- 1) exercise normal precautions; 2) exercise increased caution; 3) reconsider travel; and 4) do not travel. Absent explicit approval from the International Travel Review Committee, KU prohibits student participation in university-affiliated international activities to locations categorized as Level 3 or Level 4, and assumes no responsibility for the participant should the participant travel independently to a Level 3 or Level 4 location while abroad.

Opportunities for independent travel and/or free time are plentiful and the University does not wish to discourage participants from taking advantage of them. During these free periods or on any independent travel before, during, or after the study abroad program, participant's activity will be unsupervised. The participant will be solely responsible for any injury/illness to their person and losses/damages to their property while traveling independently. The University undertakes no responsibility for the participant when the

participant is traveling independently or engaging in activities during free time and outside of organized program activities during the course of the study abroad period.

The University of Kansas strongly discourages students owning or operating vehicles while participating in study abroad programs. Traffic congestion, road conditions, and different traffic laws and regulations, civil and criminal, can make driving motor vehicles in foreign countries extremely hazardous. Insurance requirements or other financial responsibility laws vary from country to country. If, however, a participant is determined to operate a motor vehicle while abroad, the participant recognizes that KU assumes no financial responsibility for legal aid, or for the care of the participant should the participant be involved in an accident while operating a motor vehicle.

## II. Overseas Health Insurance Coverage

While the University will assist in providing information on health care and insurance, it is the participant's responsibility to ascertain that the participant has adequate health and accident coverage, valid during his/her stay abroad, and has informed him/herself of the proper health precautions for the world region to be visited. As proof of adequate insurance, health insurance information and a policy number must be provided on page 4 of this form, and the completed, notarized form must be on file with Study Abroad & Global Engagement before a student may participate.

It is important to realize that most U.S. health insurance coverage is not recognized overseas. With few exceptions, a student will be required to pay for medical service at the time of provision, and fill out a claim form to be returned to the home insurance company for reimbursement. It is imperative for students to know the limits of their coverage, and to carry at least one claim form to be signed by appropriate medical persons abroad to facilitate reimbursement.

Study abroad programs can be physically and medically rigorous and the possibility of illness or an accident is always a concern. Therefore, it is strongly advised that participants have a physical examination at the time of application to receive assurance from a physician that they are able to participate. Additionally, it is advised that the student complete the Health Questionnaire upon admission to the program to provide confidential information of special conditions and/or needs such as, but not limited to, allergies, medication, treatment programs, or other mental or physical health concerns, so that the student, in consultation with SAGE, can proactively plan for their time abroad.

### III. Medical Emergencies

Participants in study abroad programs are expected to be able to cope with day-to-day occurrences, but occasionally events arise that are of an emergency or medical nature and which require medical care, hospitalization, or surgery for the participant. So that such treatment can be administered without delay, we ask that each participant sign the statement on the following page authorizing the University of Kansas representative abroad to secure, at the expense of the participant, any treatment deemed necessary.

Participants on University of Kansas study abroad programs are covered for the duration of their program by AIG Global Assistance Services for emergency medical evacuation and assistance services which include

repatriation of remains in the event of death. Students traveling before or after the program dates should contact SAGE for information on securing additional coverage for this time period.

Detailed information about AIG Global Assistance Services and a participant ID card is provided through the students' online account with Study Abroad & Global Engagement. Participants should read these materials carefully and carry their cards at all times while participating on the KU study abroad program. In the case of an emergency, participants should call the international phone number listed on the card for prior approval of services in order to ensure reimbursement of expenses.

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### IV. Release/Certification Statements

As a condition of participation, each participant is required to sign the following statements and provide health insurance policy information as an indication that the above conditions and limitations are understood and accepted.

#### A. LIABILITY RELEASE STATEMENT

I hereby forever and absolutely waive and release the University of Kansas and any cooperating institution and their officers and agents from any and all claims, liabilities, costs, demands, debts, expenses, lawsuits, judgments of any nature, including court costs attorneys' fees, and causes of action based upon or arising out of any damage to or loss of property, medical or hospital care, personal illness or injury, or death arising out of any travel or activity conducted by or under the control of the University of Kansas or cooperating institution. This release shall bind me as the signor, and any person asserting rights on my behalf, or otherwise asserting claims by or through me, including a spouse, domestic, partners, family members, heirs, assigns, executors, administrators, and personal representatives.

#### B. INSURANCE CERTIFICATION STATEMENT

I hereby certify that I am covered with health insurance which I have determined to be adequate and satisfactory for any injury or illness that might befall me while I am participating in a University of Kansas study abroad program. I acknowledge that the University of Kansas and its representatives have not made any representations to me concerning the adequacy of my health insurance and I further acknowledge that it is my sole responsibility to ensure that my health insurance coverage is adequate for my needs.



\_\_\_\_\_  
INSURANCE COMPANY

\_\_\_\_\_  
POLICY NUMBER

\_\_\_\_\_  
NAME OF POLICY HOLDER

**C. MEDICAL RELEASE STATEMENT**

In the event of injury or illness to the undersigned, I hereby authorize the representative of the University of Kansas, at my expense, to act on my behalf in any medical emergency, to secure necessary treatment, including the administration of an anesthetic and surgery, and such medication as may be prescribed. It is further agreed that, if my condition so required, I may be returned to the United States at my expense. I further assume any and all risks associated with or arising from any such medical treatment and agree to waive any and all claims which I might assert against the University of Kansas. I agree that if the University of Kansas, at its sole discretion, makes any payments on my behalf, I will reimburse the University for such payments, which if not reimbursed upon request, will be charged to my account as an institution debt that I owe to the University of Kansas for collection purposes. Notwithstanding the foregoing statements, this consent to medical treatment does not constitute an obligation on the part of the University of Kansas to secure any such treatment on the student's behalf.

**INTERPRETATION & GOVERNING LAW**

I understand and agree that this legal document shall be construed and enforced in accordance with the laws of the State of Kansas and I consent to the jurisdiction of Kansas state and federal courts. I further agree that should any provision or aspect of this release document be found to be unenforceable, that all remaining provisions shall continue to be valid, enforceable, and binding.

**BY SIGNING BELOW, I ACKNOWLEDGE AND AFFIRM** that I have informed myself of the risks of international travel and study abroad, fully understand the terms and conditions of this legal document, futher understand that, prior to signing it, I have a right to consult with the advisor, counselor or attorney of my choice, sign it wholly voluntarily, and intend to be legally bound by it.

**SIGN ONLY IN THE PRESENCE OF A NOTARY!**



\_\_\_\_\_  
PARTICIPANT'S NAME (PLEASE PRINT)

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

**TO BE COMPLETED BY A NOTARY:**

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public within and for the County and State above set out this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
MY APPOINTMENT EXPIRES

**IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE**, at the date of signing, this form must also be signed by the participant's parent or legal guardian.

\_\_\_\_\_  
NAME OF PARENT/LEGAL GUARDIAN (PLEASE PRINT)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
MONTH DATE YEAR

\_\_\_\_\_  
SIGNATURE OF PARENT/LEGAL GUARDIAN