

Study Abroad Waiver Form

Valdosta State University

Center for International Programs

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RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND STATEMENT OF RESPONSIBILITY REGARDING STUDENT PARTICIPATION IN ACADEMIC PROGRAMS ABROAD

(This is a release of legal rights. Please read carefully before signing.)

I. ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND DANGERS

I _____ [name of student] hereby acknowledge my awareness that
participation in the Academic Program entitled _____ arranged
through Valdosta State University's and offered by the Valdosta State University in _____
from _____ to _____ on location in the country of _____
_____ may expose me to a risk of property damage and bodily or personal

Valdosta State University reserves the following rights and powers:

- A. The right to cancel without penalty the offering and conduct of the Academic Program;
- B. The right to withdraw any part of the field trips and to make any alterations, deletions or modifications in the itinerary and/or academic programs as deemed necessary by the University or by the program directors and/or course instructors as agents of the University;
- C. The right to assign and make changes to housing during the Academic Program, as deemed necessary by the University or by the program directors and/or course instructors as agents of the University;
- D. The right to set the starting and ending dates and times of the Academic Program and related academic events; and
- E. The right to set academic penalties for failure to attend classes, excursions, visits, and other academically related events.

VII. TRAVEL AND ACCOMMODATION DISRUPTIONS

I acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. I acknowledge and understand that the University and the Releasee assume no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such belongings and will hold the University and the Releasee harmless there from.

I further acknowledge and understand that in the event I become detached from the field 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 reach the field trip group at its next available destination, and that I shall bear all cost attendant to contact and reaching the field trip group at its next available destination.

I fully understand that all .18 0 TdtgTd (to)Tj 1.087 0

(4) Disorderly conductor breach of the peace while abroad or at any function sponsored or supervised by the University or any registered University organization is prohibited. (5) Pushing, striking, or physically assaulting any University student, faculty, or physical staff member, or private citizen while abroad is prohibited. (6) A student in the unlawful possession of a firearm(s), as defined by either Federal or State law, on University property or at University sponsored event, such as a study abroad program, is strictly prohibited. Such unlawful possession could result in immediate arrest by the applicable law enforcement agency. The possession or use of any other weapon(s) is also prohibited and may result in an arrest. (7) No student shall possess, furnish, sell or use explosives of any kind on University property or at functions sponsored or supervised by the University or any registered University organization.

*Sexual Harassment Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when: Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment or status in a course, program or activity; Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or Such conduct has the purpose or effect of interfering with the individual's work or educational performance, of creating an intimidating, hostile, or offensive working and/or learning environment or of interfering with one's ability to participate in or benefit from an educational program or activity. Examples of sexual harassment may include, but are not limited to the following: Physical Assault. Direct or implied threats that submission to sexual advances will be a condition of employment, work status, compensation, promotion, grades, or letters of recommendation. Sexual advances physical or implied, or direct or indirect.

X. TRAVEL RISKS

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I understand that, while Valdosta State University makes an evaluation of the potential risks of travel to certain areas, the decision to participate in international study is ultimately my own. I hereby certify that I have viewed and will continue to monitor the Department of State's current information about my destination, including travel warnings and alerts, located at http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html and I have familiarized myself with the refund policies for my program.

I understand that during free time within the period of the program and after the period of the program I may elect to travel independently at my own expense. I agree to inform supervising personnel of my travel plans and understand that neither the host institution, VSU, nor program staff are responsible for me while I am traveling independently during such free time.

XI. GOVERNING LAWS; FORUM; SEVERABILITY

I agree that this Agreement shall be construed in accordance with the laws of the State of Georgia, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Academic Program. The terms and provisions of this Agreement shall be severable, and if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby. I further understand that acceptance of this signed agreement by the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by said Board, its members, officers, agents, and employees.

I acknowledge and represent in signing this Agreement that I have