

**OFF-CAMPUS STUDY AUTHORIZATION AND RELEASE AGREEMENT**  
**Willamette University Sponsored Study Abroad Program**

Return this form to the Office of International Education, Willamette University, Matthews Hall

I, \_\_\_\_\_ (first and last name), wish to participate in the off-campus study abroad program, \_\_\_\_\_, as a student of Willamette University, an Oregon non-profit corporation located in Salem, Oregon.

As a participant in an off-campus study program sponsored by Willamette University, I have read, understood, and agree to abide by the terms that follow.

**I. TERMINATION OF PARTICIPATION IN PROGRAM**

I acknowledge and accept that the University reserves the right to terminate participation of the student in the program for any of the following causes:

- 1) Failure to prepare conscientiously for the program as instructed by the Office of International Education staff and, if applicable, the faculty leader including regular attendance at orientation sessions, pre-departure meetings, and study of assigned materials.
- 2) Failure to satisfactorily meet the requirements of coursework while abroad which includes, but is not limited to, regular attendance at all class meetings and completion of all required class projects.
- 3) The commission of any other acts which are, in the judgment of the University, its agents or officers, detrimental to or incompatible with the interest, harmony, comfort or welfare of the group as a whole, or damaging to the relationships which the University has with persons, institutions and governments upon whom the University relies for assistance and cooperation in maintaining its programs abroad.

**II. SECURITY OF PARTICIPANT AND PARTICIPANT'S POSSESSIONS**

I acknowledge and accept the safety risks inherent in foreign travel. Willamette University, the host government, nor the government of the United States can completely insure the personal safety of the participant or the participant's possessions. It is understood that in all circumstances, the security of the participant and his or her possessions remains the personal responsibility of the participant and his or her family. This includes purchasing appropriate insurance for personal property if the participant wishes to be so covered.

**III. MEDICAL TREATMENT**

If I am rendered incapable, I grant to Willamette University, its agents or officers, and any of its personnel full authority to take whatever action they feel is warranted under the circumstances regarding my health and safety. The University's personnel will attempt to seek the direct participation of the undersigned where possible. This authority will permit the Willamette representative, or other appointed official of Willamette University, at their discretion, in the event of injury or illness, to secure any necessary treatment for the participant at any point for medical services, including hospitalization, injections, anesthesia or surgery and such medications as may be prescribed, when such treatment is recommended by a qualified physician or surgeon, or, if no hospital is available, to place the participant in the hands of a local medical authority to fly the participant at his or her own expense back to the United States for medical treatment if this is deemed necessary by the University personnel, in consultation with local medical authorities. The student participant agrees to hold the University and its representatives harmless for any decisions or actions taken in relation to obtaining medical care for the participant.

In conducting study abroad programs, Willamette University makes every effort to protect the welfare and safety of the participants. Recognizing, however, that participation in the program is voluntary and that there are certain inherent risks which the participant must assume, the participant understands that neither the University, nor any cooperating institution, assumes any responsibility for damage to or loss of property, personal illness or injury, or death while a participant is in the program. While the University will endeavor to provide information on limited health care insurance for students participating in study abroad programs, it does not assume any responsibility for any health care expenses, and participants are strongly urged to obtain such additional medical/hospital coverage as they deem appropriate.

#### **IV. TRAVEL REGULATIONS**

I agree to the following travel regulations:

- 1) Participants will not travel independently from the group while the program is in session, whether for educational or recreational purposes, without the knowledge of the on-site University representative /program director and without furnishing the University representative/program director with a complete itinerary.
- 2) Participants may travel independently without the knowledge of Willamette University personnel prior to and after the official program dates. Participants, therefore, take on the responsibility of making appropriate passport, visa, accommodation, and travel arrangements associated with non-program travel.
- 3) Willamette University also seeks to discourage students from owning or operating motor vehicles while participating in study abroad program. Traffic congestion 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 student is determined to operate a motor vehicle while abroad, he/she recognizes that Willamette University assumes no financial responsibility for legal aid, or for the care of the student, should he/she be involved in an accident while operating a motor vehicle. Willamette accepts no liability for the students in relation to the student's operation of a motor vehicle.

Failure to comply with any of the conditions set forth in this section will constitute a breach of this off-campus study agreement and releases Willamette University and any of its personnel from any and all claims arising out of such travel.

#### **V. LIABILITY PROVISION**

In consideration of the training, experience and educational benefits that will accrue to me as a study abroad student, I agree to release Willamette University, or its Board of Trustees or any of the members thereof, or any officer, agent, representative, or employee of the University or Board of Trustees from any and all responsibility for occurrences beyond the University's reasonable control. I further agree to indemnify and hold harmless Willamette University, or its Board of Trustees or any of the members thereof, or any officer, agent, representative, or employee of the University or Board of Trustees against claims and for all costs and reasonable attorney's fees arising out of or in any way connected with the following:

- 1) Any and all claims for any injury, loss, damage, accident, delay, irregularity or expense to the student beyond the University's reasonable control during the student's participation in this program or during any continuation or extension thereof
- 2) Any intentional or unintentional injury caused in whole or in part by the participant, whether alone or together with or in association with others, to any person or persons

- 3) Any intentional or unintentional damage or injury to property, caused in whole or in part by the participant, whether alone or together with or in association with others
- 4) Any financial or other obligations incurred by the participant during the duration of the program, including without limitation obligations or liabilities incurred by the participant in any country in which the program is conducted.

**VI. AGREEMENT NOT TO SUE**

I agree that neither I nor my legal representatives, including my family, spouse, heirs, assigns and personal representative, will make a claim against, sue or attach the property of the University for any injury or damage to person or property arising out of any travel or activity conducted under the control of Willamette University or cooperating institutions or out of the negligence of the University or otherwise, or my negligence in combination with that of the College while I am participating in the program of foreign study.

**I HAVE CAREFULLY READ THIS OFF-CAMPUS STUDY AGREEMENT AND AGREEMENT NOT TO SUE. I UNDERSTAND THIS IS A RELEASE OF LIABILITY WHEREBY I GIVE UP MY RIGHT TO SUE WILLAMETTE UNIVERSITY OR ANY COOPERATING INSTITUTION AND THEIR OFFICERS AND AGENTS FOR ANY ACTS, EXCLUDING FRAUD, WILFUL INJURY, OR VIOLATIONS OF LAW, INCLUDING FOR DAMAGES WITHOUT FAULT. I FURTHER AGREE TO INDEMNIFY (REIMBURSE) WILLAMETTE UNIVERSITY FOR DAMAGES CAUSED BY MY NEGLIGENCE FOR ACTS WHICH ARE RELATED TO MY PARTICIPATION IN THE PROGRAM OF OFF-CAMPUS STUDY. IT IS MY INTENT TO ASSUME ALL RISKS AND TO WAIVE AND GIVE UP MY RIGHTS TO SUE. I DO SO KNOWINGLY AND VOLUNTARILY.**

**SIGNED:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TODAY'S DATE:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**If you are a minor, your parent or guardian must sign below:**

**PARENT OR GUARDIAN SIGNATURE makes the release of liability on behalf of the Parent or Guardian's minor child:**

\_\_\_\_\_ **DATE:** \_\_\_\_\_

**PARENT/GUARDIAN PRINTED NAME:** \_\_\_\_\_