

## **SAINT LOUIS UNIVERSITY STUDY ABROAD PARTICIPATION AGREEMENT AND ASSUMPTION OF RISK AND RELEASE**

I, (Insert Your Full Name Here) the undersigned student, have been offered admission to, and wish to participate in the Exchange Program administered through the following foreign law school: \_\_\_\_\_. This Study Abroad Participation Agreement & Assumption of Risk and Release (the “Agreement”) is the legal binding contract between Saint Louis University (the “University”) and the undersigned student, (Insert Your Full Name Here) regarding the exchange program with the above-mentioned law school and Saint Louis University School of Law.

### **A. Travel Documents**

1. I acknowledge that it is my personal responsibility to obtain a passport and conduct all due diligence and obtain documents required for entering my host country, or any foreign country or countries, and reentry to the United States, and that my failure to obtain these documents does not constitute grounds for withdrawal with refund. I am responsible for obtaining all applicable visas and endorsements.

### **B. Academic Responsibilities**

1. I am responsible for attending all scheduled classes, taking all examinations, and completing all assigned work. I am responsible for the classes that I have selected.
2. I realize that if I take courses without receiving prior approval the class credits may not be applicable toward my degree.
3. I understand that there are cultural and educational benefits to this study abroad opportunity that are likely to enhance my educational experience but that my participation in the Program is elective and that no one is requiring my participation in the Program. I acknowledge that to the extent that this Program generates course credits, I have the option of completing alternative courses in lieu of participating in this Program.

### **C. Behavior Expectations**

1. I am aware of the behavior that is expected of me while participating in the program. I am aware that, as a guest in a foreign country and a student and/or representative of Saint Louis University, there is certain inappropriate behavior that will be unacceptable and such behavior could lead to possible disruption/expulsion from the program. I hereby assure Saint Louis University that I shall conduct myself in a professional and appropriate manner at all times. Such behavior shall include moments when in the company of other program participants, staff and students at the host institution, and moments when I may be physically separated from other program participants or staff. I agree that the program may have in place specific rules and responsibilities or may promulgate the same from time to time and shall have the right to enforce such. I understand that the program may at any time terminate my participation for failure to maintain these standards or for any actions or conduct which the program considers to be incompatible with the interests, harmony, comfort, and/or welfare of the program or the students participating in the program.
2. I agree to comply with Saint Louis University’s conduct policies as outlined on our website at <http://www.slu.edu/x24244.xml> and the Student Honor Code as outlined on our website at

<http://law.slu.edu/handbook/chapters/ch06/index.html> throughout the duration of my participation in the Program, as well as customary behavioral norms of civilized societies.

3. If, for reason of a failure to behave appropriately, the University or the Program determines that I may not continue my participation in the Program, I consent to be returned to my home at my own expense with no refund of any tuition, fees or living expenses. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal that may be applicable to student disciplinary proceedings at Saint Louis University do not apply.
4. I expressly agree that I will (a) not buy, sell, or *use illegal drugs at any time*; (b) not engage in abusive use of alcohol, violent behavior, or sexual harassment; (c) participate in all classes and scheduled activities unless ill, and (d) abide by dress and cultural codes suitable in the countries visited.

#### **D. Cancellation and Changes to Program**

1. I understand Saint Louis University is not responsible for cancellations, changes or substitutions made to the Program. I understand that Saint Louis University is not responsible for the cost of replacing airline tickets if the carrier goes into bankruptcy.

#### **E. Termination of Participation**

1. I understand that if I terminate my participation, or otherwise leave the Program voluntarily for any reason, including illness, I will be responsible for any and all costs and expenses associated with my return home and that I will receive no refund of tuition, fees or living expenses.

#### **F. Legal Responsibility**

1. **Foreign Law:** I understand that as an American citizen in a foreign country, I will be subject to the laws of that country. I agree to comply with those laws. I understand and agree that should I fall into legal problems with any foreign nationals or governmental jurisdictions of any country in which I may travel regardless of whether such travel is related to or a requirement of the Program, I will attend to the matter personally with my own personal funds.
2. **Political Activities:** I understand that engaging in political activity in a foreign country, including but not limited to joining political parties or unions, participating in demonstrations, soliciting political material or picketing may be dangerous or illegal. If I have legal problems because of such activities, I understand Saint Louis University can not provide legal counsel.
3. **Illegal Drugs:** I am aware that in many countries the penalty for the possession of illegal drugs is imprisonment and sometimes death and that neither Saint Louis University nor the American Embassy will be able to help. Among other things, possession of illegal drugs or related paraphernalia may be grounds for immediate termination from the Program.
4. **Motor Vehicles:** I know Saint Louis University strongly recommends that students not own or operate motor vehicles (including motorcycles, mopeds, and all other motorized vehicles, as well as cars) while participating in study abroad, due to the inherent dangers of driving in a country with different traffic laws, driving habits, and regulations relating to insurance. If, however, I decide to operate a motor vehicle while abroad, I recognize that Saint Louis University and its agents and employees assume no responsibility for my safety and for costs or difficulties that I may incur, and that I participate in these activities at my own risk.

5. Alcohol-Related Events: I understand that if this Program contains an alcohol-related cultural event (i.e. cultural event, wine tasting, welcome dinner) that this event is not required. I recognize that I have a personal obligation to conduct myself in a manner that is compatible with the local laws, as well as University policies for student conduct. I am aware of my personal obligation to safeguard my health and safety. Moreover, I realize that consuming alcoholic beverages exposes me to added risks and danger of harm to my own health and safety and potentially that of others. I hereby release the University, its officers, employees, and agents from any injury, loss, damage, accident, delay or expense arising out of any such matters.

## **G. Health and Safety**

1. Dangers, Hazards and Risks:
  - A. There are certain dangers, hazards and risks inherent in international travel, living in a foreign country, and activities associated with international study, including but not limited to foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; weather conditions; risks arising from sanitary or health conditions, crime, civil disturbances, terrorism or accident. These dangers, hazards and risks could include serious or even mortal injuries or illness, property damage/loss, severe economic and social loss.
  - B. Serious illnesses and injuries occasionally occur during participation in international travel and participants in activities associated with international travel occasionally sustain mortal or serious personal injuries or illnesses, as a consequence of not only their own actions or negligence but the actions or negligence of others or the conditions of travel or equipment used and that there may be other risks not known or not reasonably foreseeable at the time.
  - C. I know that I have an important personal obligation to take precautions to safeguard my personal health and safety. I agree that this includes a responsibility to inform myself about known dangers, hazards and risks, including, but not limited to, review of any U.S. State Department information, which is available at <http://travel.state.gov/>, and U.S. Center for Disease Control information, which is available at <http://wwwn.cdc.gov/travel/>, about the host country.
2. Outside Activities: I understand that if I engage in recreational activities, sports, tours, travel or any other activities during free time and outside of the organized study abroad program activities, Saint Louis University and its agents and employees assume no responsibility for my safety or any liability for costs or difficulties that I may incur, and that I participate in these activities at my own risk. I hereby release the University, its officers, employees, and agents from any injury, loss, damage, accident, or expense arising out of any such matters.
3. Institutional Arrangements: I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University, its officers, employees, and agents from any injury, loss, damage, accident, delay or expense arising out of any such matters.

4. Medical Responsibility:

- A. Health: I am aware of my personal medical needs and I have consulted with a medical doctor as I deem necessary. I certify that to my knowledge I currently have no medical problems that would adversely affect my participation in the Program or travel related to the Program.
- B. Hospitalization & Insurance: I understand that, as part of the program, I am required to enroll in the HTH Insurance Plan. I am aware that, should I be required to be hospitalized while in the host country, or other foreign country, or in the US as part of the program, Saint Louis University and/or my home institution cannot and do not assume any legal responsibility for payment of such costs. I understand that the University has not made and does not make any representations about the quality of medical care or any related goods or services involved in the Program.
- C. Prescriptions: I understand and agree that I am responsible for obtaining health information, instruction, medical procedures, immunizations, and medications appropriate to my intended travel. I recognize that Saint Louis University is not responsible for any of my medical or medication needs and I assume all risk and responsibility for my own health care.

**H. Severability**

- 1. I agree that, should any provision or aspect of this agreement be unenforceable, all remaining provisions of this agreement will remain in full force and effect.

**I. Governing Law**

- 1. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, which shall be the forum for any lawsuit filed under or incident to this Agreement.

I have carefully read this Study Abroad Participation Agreement before signing it.

I understand the content of this document, and hereby certify that I am at least 18 years of age.

I execute this Release and Waiver of Liability of my own free will and accord.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

**Assumption of Risk and Release of Claims**

***THIS IS A RELEASE OF LEGAL RIGHTS.  
READ AND UNDERSTAND BEFORE SIGNING.***

Knowing the risks described above, which include serious or mortal injuries and illness, property damage/loss, severe economic and social loss, and in consideration of the opportunity to participate in the Program, I agree, on behalf of my family, heirs and personal representatives to assume all risks and responsibilities surrounding my participation in the Program.

To the maximum extent permitted by law, I release, waive, discharge, hold harmless and agree to indemnify Saint Louis University, its past and present trustees, officers, agents, representatives, volunteers, employees, any students acting as employees and the heirs, successors and assigns of each from and against any present or future claims, demands, actions, and/or causes of action, damage or cost, including court costs and reasonable attorneys' fees, 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, during my participation in the Program (including periods in transit to or from any location Program activities are being conducted), resulting from any cause including but not limited to Releasees' own passive or active negligence or other acts other than fraud, willful misconduct or violation of law.

It is my express intent that this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the Releasees.

This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, which shall be the forum for any lawsuit filed under or incident to this Agreement.

I have carefully read this Assumption of Risk and Release of Claims before signing it.

I understand the content of this document, and hereby certify that I am at least 18 years of age.

I execute this Assumption of Risk & Release of all Claims of my own free will and accord.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)