

CENTENARY COLLEGE OF LOUISIANA
GLOBAL ENGAGEMENT
Contract, Release of Liability, Waiver of Rights,
Assumption of Risks and Indemnity Agreement
For International Educational Travel Opportunities

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in an **International Educational Travel Opportunity** to be held in and around **<INSERT INTERNATIONAL EDUCATIONAL TRAVEL OPPORTUNITY DESTINATION>**, (hereinafter referred to as **Destination(s)**) during the days of **<INSERT DATES>**. In consideration for being permitted by Centenary College of Louisiana ("COLLEGE") to participate in the Program, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION. I acknowledge that my participation is elective and voluntary and is not required by the COLLEGE. <As a condition of my participation, I hereby grant the COLLEGE the right to use, for promotional purposes only, any photographs of me taken by the COLLEGE, its employees or agents, during my participation in the Program. I further understand and agree that the COLLEGE may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program.>

RULES AND REQUIREMENTS. I agree to conduct myself in accordance with the COLLEGE policies and procedures, including the policies and procedures which appear in the Student Handbook located online at <http://www.centenary.edu/handbook/> . I further agree to abide by all the rules and requirements of the Program. I acknowledge that the COLLEGE has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or for any other reason in the COLLEGE'S discretion. I understand that in the event my participation in the Program is terminated for violating any rule of the Program, I will be solely responsible for the cost of return travel. I further understand and agree that the COLLEGE is not responsible for any injury or damage that I sustain if I travel independently or am otherwise separated or absent from COLLEGE-sponsored activities. I acknowledge that I am solely responsible for any legal problems I encounter with any foreign nationals or government and the COLLEGE is not responsible for providing any assistance under those circumstances.

INFORMED CONSENT. I have been informed of and I understand the various aspects of the Program, including but not limited to the fact that the Program will be held in and around **the Program Destination(s)**. I understand that travel outside the United States is potentially dangerous and I accept the risks of such travel. I have received and reviewed the travel itinerary for the Program and understand the risks involved in traveling, to, within and from **the Program Destination(s)**, including but not limited to foreign political, legal, social, and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, and negligent first aid operations or medical treatment. I further understand that as a Participant I could sustain personal injuries, property damage, or even death as a consequence of guided tours, hikes, bus tours, local transportation to and from the **the Program Destination(s)**.

I understand and hereby acknowledge that I have carefully reviewed and fully understand the directives and recommendations, including recommendations concerning immunizations and medicines (hereinafter "recommended immunizations") for travel to, in and around **the Program Destination(s)** provided by:

- The United States State Department, which issues Travel Warnings, Travel Alerts and Country Specific Information at: http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html
- The World Health Organization <http://www.who.int/csr/alertresponse/en> and

- The Centers for Disease Control, via the International Travelers Hotline at 1-877-FYI-TRIP (1-877-394-8747) or at <http://wwwnc.cdc.gov/travel>.

I am aware of and understand the risks and dangers associated with any activities I undertake which are not associated with the Program or sponsored or controlled by the COLLEGE, such as independent travel during free periods, periods of time extending beyond the termination of the Program, or other periods in which I am not participating in Program activities.

I certify that I have educated and informed myself about diseases, illnesses, and other health concerns that may result from living and traveling in **the Program Destination(s)**. I understand that I may be at risk for contracting certain diseases including, but not limited to tickborne Encephalitis, Leishmaniasis, variant Creutzfeldt-Jacob, Measles, and Hepatitis A and other diseases routinely vaccinated for in the United States but which are still common in other parts of the world such as Measles, Mumps, Rubella, Diphtheria, Pertussis, Tetanus and Polio.

I further acknowledge that at times during the Program I may be many hours from the nearest medical care or treatment, that available medical treatment may not equate with the level of care available in many U.S. hospitals, and that these conditions and the remoteness of some of my travel in **the Program Destination(s)** may subject me to additional risks of injury, disease, death or damage to my personal property; and, that any injuries or damage I do sustain may grow more severe or lead to my premature death due to the remoteness of the location, the lack of quick access to quality medical care in some instances, and/or the poor quality of the roads or available transportation in some areas.

I understand that serious personal injuries, illness, property damage, or even death could occur as a consequence of the actions, inactions, negligence or fault of others and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility except for those occurrences due to the COLLEGE'S gross negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY, INDEMNIFICATION. I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS & AGREE TO INDEMNIFY & DEFEND** the COLLEGE, its governing board, directors, officers, employees, agents, volunteers and any students (collectively "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY RELEASEES, UNLESS THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from **the Program Destination(s)**, local transportation to and from **the Program Destination(s)** including but not limited to foreign political, legal, social, and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, negligent first aid operations or medical treatment, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN,**

EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR GROSSLY NEGLIGENT ACTS, and I assume full responsibility for my participation in the Program.

PERSONAL BELONGINGS: I understand and acknowledge that COLLEGE is not responsible for the loss of any personal belongings or property that I sustain during my participation in the Program, including but not limited to the loss of credit cards, cash, luggage, and other items.

PERSONAL MEDICAL INSURANCE. I agree to purchase (and maintain during the term of the Program) personal medical insurance that is applicable in the United States. I understand that the COLLEGE provides to Centenary College's International Educational Travel Opportunity participants health insurance through **EIIA and FrontierMedEx**, including a medical policy, repatriation, medical evacuation and non-medical assist service (**Frontier MedEx**). I have received and reviewed a description of the College's Foreign Travel Insurance coverage. I further acknowledge and agree that I am responsible for the cost of any and all additional medical and health services which are not covered under the College's insurance plan. I understand and agree that it is incumbent on me to purchase any additional health care and travel assistance coverage that I might need for my study abroad program and travel.

MEDICAL CONSENT. I understand and agree that Releasees do not have medical personnel available at the location of the Program. In the event of any medical emergency, I (**initial one**) **do___ do not___ authorize** and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the COLLEGE'S personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any damage or injury, including death, which might arise out of or in connection with such authorized emergency medical treatment.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Louisiana.

I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby. Any dispute arising with regard to the interpretation of, or otherwise relating to, this Agreement shall be submitted to mediation in Shreveport, Louisiana. If such mediation is not successful, such dispute shall then be submitted to binding arbitration (in Shreveport, Louisiana) in accordance with the rules of the American Arbitration Association. Same shall serve as the exclusive remedies for redress of any nature sought in relation to this agreement.

This agreement when signed by both parties, shall constitute a contract between Centenary College of Louisiana (herein referred to as just Centenary College), Office of Global Engagement (hereinafter include where Centenary College is named), the Program Faculty, and STUDENT (hereinafter referred to as PARTICIPANT) while participating in the International Educational Travel Opportunity Program indicated as <Program >.

1. The Individual International Educational Travel Opportunity Program agrees to provide participant the following services as selected by the student in consideration for payment by participant of applicable fees listed below:
 - A. Round-trip coach airline transportation from central location to final destination (unless otherwise noted in your specific Program information)

- B. For a Cultural Immersion Course that is a minimum of 14 days, lodging accommodations for a minimum of 13 nights (may vary by course).
- C. Transportation for PARTICIPANT from Centenary College to departure airport and back to arrival airport at the conclusion of the trip, unless Program specifically notes that participant arranges own transportation.
- D. Transportation for PARTICIPANT from airport to final destination abroad.
- E. **The official beginning of the Program is boarding the airplane upon departure (or first day meeting up with the Program group if traveling prior to the Program's first day and the official termination of the Program upon de-boarding the airplane with group, (unless traveling abroad after the Program's conclusion.**

2. PARTICIPANT understands and agrees:

- A. PARTICIPANT must have in his/her possession a valid passport and required visa (if not a US passport) to travel to < **Program Destination(s)**>.
- B. To travel to, from, and within < **Program Destination(s)**> by transportation provided by **Program** Faculty.
- C. To stay in the specific lodging assigned by **Program** Coordinators.
 - i. Participant's behavior in the hotel lobby, hallways and in hotel room should always reflect well on **Program** Faculty, Centenary College, and PARTICIPANT. Alcohol shall not be consumed ANYWHERE.
 - ii. Theft of any item from a hotel (including towels, pillows, blankets, etc.) is theft, is no different from stealing university property, and will be dealt with accordingly.
 - iii. For safety reasons, no one is allowed to enter your room that is not affiliated with the **Program** Trip or the hotel staff. This includes, but is not limited to, persons you may meet during your stay.
 - iv. Under university rules, hotels are equal to residence halls; all residence hall rules apply.
- D. To abide by all rules and regulations as contained in the Centenary College Student Handbook and all rules and regulations established by **Program** Faculty.
 - i. PARTICIPANT understands and agrees that the consumption of alcoholic beverages is prohibited.
 - ii. PARTICIPANT will be subject to disciplinary action for violations of any rules and regulations upon return to Centenary College.
- E. To abide by all local, state, federal, or international laws and understand that any subsequent legal action taken against PARTICIPANT is the sole responsibility of the PARTICIPANT.
 - i. Centenary College does not condone drinking. PARTICIPANT should act responsibly and note that all behavior reflects upon them. **PARTICIPANT must abide by all Louisiana and US laws while abroad.**
 - ii. Any alcohol use/abuse will be dealt with as a disciplinary case in an appropriate manner by the **Program** trip leaders and could potentially be brought to (APC or Honor Court). It can lead to expulsion from the program and immediate return to the U.S. at Participants own expense.

- F. To settle all debts incurred by the PARTICIPANT which are not included in the terms of this agreement. Such expenses include, but are not limited to, telephone calls, food and beverages, or other purchases charged by PARTICIPANT. PARTICIPANTS will also be responsible for any charges incurred to their assigned room including, but not limited to, in-room pay-per-view movies, direct dial telephone charges, business center charges, dry cleaning/laundry, room service, or dining charges in hotel facilities. PARTICIPANTS must present a credit card to the hotel to secure any charges. Centenary College will not be responsible for any charges of this type and these hotel amenities are not included in previously paid fees.
- G. Centenary and it's **Program** Faculty assume no responsibility for failure of PARTICIPANT to meet scheduled departure times or failure to use goods, admissions, services of, facilities, provided through the program. No refunds will be made for partial or unused transportation, admissions, goods or other services and no reimbursement for use of alternate goods, services not supplied through the program.
- H. Additional guidelines are as follows:
- i. Check-in will occur each morning prior to departing the hotel for the day. Times are listed on the itinerary. PARTICIPANT should ensure that they are on-time to prevent a delay in schedule for the rest of the group. We will depart from the hotel for the day, so PARTICIPANT will need to be dressed and be ready to leave.
 - ii. Any PARTICIPANT who is late (according to the trip leader's watch) for a scheduled meeting/appointment/check-in, etc. will be penalized. Any student who is habitually late for appointments and/or bus departures may be expelled from the program and returned home at Participants own expense.
 - iii. PARTICIPANT will not explore on their own; students must be in groups of at least 3 and will notify trip leaders when departing from group.
 - iv. PARTICIPANT will keep passports, tickets, and money in secure location.
 - v. iPods and other MP3 players prevent PARTICIPANT from being completely aware and should be used on a limited basis.
 - vi. PARTICIPANT agrees to uphold the Honor Code.
 - vii. PARTICIPANT will only travel in college approved modes of transportation to include transport from the college to the hotel (and return), vans from the airport to the hotel (and return), tour buses to the scheduled points of interest, and airline. PARTICIPANT will not be transported by individuals or by cabs.
 - viii. PARTICIPANT will not carry weapons (or anything which may be considered a weapon).

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I join with PARTICIPANT in granting a release to Releasees as set forth in detail above.

Received by:

(Printed Name of Institution Official) _____ DATE: _____
(Signature of Institution Official)

Signatures to this agreement warrant that they are duly authorized representatives of the parties to this agreement.

ACCEPTED AND AGREED:

FOR: Office of Global Engagement BY: _____ BY: _____ DATE: _____
Centenary College Printed Signature

BY: _____ BY: _____ DATE: _____
Participant's Name (Printed) Participant's Signature

Parent or Guardian Signature is optional unless the student is under the age of 18 at time of submission of form.

BY: _____ BY: _____ DATE: _____
Parent of Guardian of Minor (Printed) Parent/Guardian (Signature)

BY: _____ BY: _____ DATE: _____
Program Coordinator Coordinator's Signature

I will ___ will not ___ be traveling abroad prior to the Program officially beginning.

I will ___ will not ___ be traveling abroad after the Program is officially over.