

**STATE UNIVERSITY OF NEW YORK
AGREEMENT AND RELEASE FOR STUDENT INDEPENDENT
OVERSEAS TRAVEL**

Please type or print clearly.

Name: _____
Last First Middle

To the Student: As with all university related activities, certain conditions must be adhered to. As a necessary precaution to protect the State of New York, the State University of New York and its partners and agents (hereafter collectively referred to as SUNY), these conditions are listed below. We ask that you **read carefully** and **indicate with your signature that you understand them and will comply**. If you are under the age of 18, your parent or guardian's signature is also required.

Informed consent and agreement to these conditions is a **required condition of participation** for all overseas activities, research, internships, conference participation, or other overseas travel for which you may receive SUNY credit, or may have received assistance from a SUNY staff member in arranging. If you have questions concerning this document (or any pre-departure procedures or forms), contact the Study Abroad Office at SUNY Geneseo.

I, [PRINT FULL NAME] _____, have agreed to participate in an overseas academic program, or a credit-bearing, course related, or other independent overseas activity (hereafter called "the activity"), either in collaboration with an international host organization or organizations, or by arrangement or under the advisement of a SUNY faculty member, in [NAME OF COUNTRY] _____ from [INTENDED START DATE] _____ to [EXPECTED END DATE] _____.

I understand and hereby acknowledge that my participation is wholly voluntary and that whether or not I received assistance from a SUNY staff member or will receive credit for this activity, SUNY has no official relationship with the activity, host organizations, individuals, or other entities which may be providing services for me. I understand that I am solely responsible for learning about the host organizations, individuals, or other entities, and that any legal obligations are between me and the entities I may be involved with. By my signature below, I agree to and acknowledge the following:

A. I acknowledge that I am aware that there are risks involved in participation in overseas activities and that I am willing to assume those risks.

By my signature below, I certify that I understand and hereby acknowledge that:

1. My participation will require transportation to and habitation in another country and may involve my being subject to risks relating to travel or arising out of program activities, and
2. I have, reviewed the U.S. Consular Information Sheets and Travel Warnings [contained on the U.S. Department of State Consular Affairs web site] and the Travelers Health section of the Centers for Disease Control's web site, and by those means, been informed of such risks. I have diligently endeavored to learn about the country or countries and specific locations within those countries I will visit so as to be aware of the health and safety risks that I may face. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in or around the country in which this program is located.
3. I release SUNY, its officers, trustees, employees, and agents from any and all liability, damage or claim of any nature arising out of, or in any way related to my participation in this activity, the transportation, or health care that may be provided, or in any independent activities that I may undertake during my participation.

B. I acknowledge that I have appropriate insurance coverage, will be prepared to pay expenses not covered by insurance, and will disclose pre-existing health issues, and will ascertain the need for and obtain necessary vaccinations and recommended medications.

By my signature below, I certify that I understand and hereby acknowledge that:

1. SUNY requires that all students participating in an overseas academic activities be covered by appropriate accident and medical insurance and that the participants be financially responsible for such expenses. SUNY may require the purchase of a health insurance policy specifically approved by SUNY as a condition of participation in a program;
2. I will be covered for the duration of the program and for any pre- or post-program travel by a comprehensive health and accident insurance policy which provides coverage for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country in which I will be living and/or traveling while on the program;
3. I understand that payment for medical expenses overseas may have to be advanced and reimbursement sought later from an insurance carrier;
4. I understand that my activity abroad may be rigorous and demanding, and that students with emotional issues are advised to consult with their counselor prior to the program regarding their participation.
5. I absolve SUNY of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I may incur while I am abroad;
6. I understand that SUNY requires that participants planning to operate a motor vehicle while overseas obtain liability and collision insurance that will cover them in applicable foreign countries;
7. I understand that SUNY also recommends that participants in overseas academic programs insure their property from loss and theft.
8. I understand that the disclosure of disabilities which might require accommodation is optional. I understand that the Americans with Disabilities Act (ADA) does not apply outside the borders of the United States. I know that it may not be possible or practical to obtain the accommodations necessary to enable me to participate in all aspects of the overseas activity.
9. As advised by the Travelers Health section of the Centers for Disease Control's internet page, or my doctor I have ascertained the recommended vaccinations and medications for the area I will be traveling to and I am solely responsible for securing any necessary immunizations prior to departure and for obtaining recommended or required medications needed while abroad.

C. I absolve and release SUNY from liability for things and events that arise out of, result from, occur during, or are connected in any manner with my participation in the program and/or any travel incident thereto.

By my signature below, I certify that:

1. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, hold harmless, release and forever discharge SUNY and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both.
2. I understand and acknowledge that SUNY in no way represents or acts as an agent for

transportation carriers, hotels, and other suppliers of services connected with this activity and SUNY assumes no responsibility or liability, in whole or in part, for any problems, delays, or damages caused by such parties or events beyond SUNY's control, such as weather, criminal activity, or civil unrest.

3. I understand and acknowledge that my baggage and personal property are transported at my risk entirely and, as noted above, SUNY also recommends that participants in overseas academic programs insure their property from loss and theft.
4. I release SUNY, its officers, agents, and employees from any and all liability, damage or claim of any nature whatsoever arising out of, or in any way related to my participation in this activity, including but not limited to the medical authorization given to SUNY, acts of God, acts or omissions of any third parties (including but not limited to common carriers, hotels, restaurants, host families, or overseas organizations, or other firms or agencies); and
5. I indemnify and hold harmless SUNY, its officers, agents, and employees from any damage or liability incurred as a result of any illness I may suffer, including the costs of any medical care, or any injury or damage to the person or property of others which I may cause, or from any financial liability or obligation which I may personally incur, while participating in the program.
6. I understand and acknowledge that it is my responsibility to determine and meet requirements for any credit expected to be earned by this activity and I understand and acknowledge that SUNY cannot guarantee me credit for the academic work which may be arranged with an individual faculty member, and indemnify and hold SUNY, its officers, agents, and employees harmless from any damage or liability incurred due to the inability to or my failure to complete the agreed upon work for this activity.

D. I acknowledge that I am responsible for my conduct during the period of my participation in this activity, am responsible for following through on acceptance and post participation procedures if any, and am responsible for paying for the any costs I may incur.

By my signature below, I certify that:

1. In regard to my conduct while a participant in this overseas activity I understand that:
 - a. All participants in the activity are subject to the host university's or organizations regulations and guidelines, as well as the laws of the host country. I agree to obey those rules, guidelines, regulations, codes, policies and laws.
 - b. I understand that I am responsible for any expenses that others may incur due to my actions.
 - c. SUNY is not responsible for the defense of a participant accused of a violation of the laws of the host country or rules of the host institution or organization and is not responsible for the payment of any fines or other penalties resulting from such violations. I agree to be responsible for any damage or liability incurred as a result of any illness or accident I may suffer, including the costs of any medical care not covered by insurance, or any injury or damage to any person or property of others which I may cause, or for any financial liability or obligation which I may personally incur, while participating in the program.
2. As a participant in this activity, I pledge to conduct myself in a manner that reflects favorably on my home campus, on SUNY, the State of New York, the United States of America, and myself.
3. I understand and acknowledge that the manufacture, distribution, possession, use or sale of controlled substances as defined by New York State and/or U.S. Federal Law, and/or the laws of the host country is prohibited during overseas activity. I understand that I will be directly subject to the laws and legal procedures of the host country and host organization as applied to

the use, possession and distribution of illegal drugs, and these will be strictly enforced by local authorities.

4. I understand and acknowledge that I am solely responsible for ascertaining the lawful age for the possession or consumption of alcoholic beverages in the host country and for my conduct in compliance with local laws as enforced by local authorities.
5. I understand and acknowledge that in by agreeing to participate in an independent overseas activity SUNY is taking no responsibility for your housing or travel.
6. I am aware of the nature and the cost of the activity. I agree to pay any fees, tuition for credits I may be enrolled in, or other charges and will guarantee that all financial obligations will be met by the any deadline(s) specified.
7. If I am enrolled for credits and withdraw from the activity after its starting date, I will not expect to receive a refund of tuition or other charges paid or owed to the overseas host. I may also be obligated to repay any financial aid awards that I received in support of my participation in the activity.
8. I acknowledge that I have read any orientation materials provided by my host or SUNY faculty assisting in this arrangement and understand its content. I agree to abide by the guidelines, rules, and procedures described and outlined in any program specific materials provided or directed to be read online. I also agree to abide by any rules and procedures that may be provided by faculty or staff involved in the organization, implementation, and delivery of the program.
9. I agree to complete all the academic work agreed to with a SUNY faculty member or host organization.
10. I understand and acknowledge that it is my responsibility to determine if I must request from my overseas host that a statement of my academic work be forwarded to the assisting SUNY faculty member.

E. I authorize the release of my student, health, and insurance records as described below.

According to the provisions of Public Law 93-380 (20 USC 1232g-Family Educational Rights and Privacy Act of 1974) and laws concerning the use of medical records commonly referred to as HIPPA, and in connection with my participation in the overseas program indicated above, I hereby authorize the Study Abroad Office and its officers, agents, and employees, the Office of the Registrar, the Office of Financial Aid, the Office of Student Conduct and Community Standards, or any other office of SUNY, representatives of my home campus, representatives of my insurance providers, medical staff in whose care I may be, the staff of the organization or institution I am attending overseas, to communicate with each other and with my parents or guardian or others whose names I provided in my application or on my Emergency Contact list and provide to them or receive from them any academic, medical, or financial information deemed appropriate to assist with health care, to ensure continuation of enrollment at my home university, or enrollment in insurance (e.g. enrollment verification or other similar documents) or for any other purpose deemed appropriate to ensure my health and safety in, facilitate financing my participation in, and ensure the receipt of academic credit for my activity.

This *Agreement/Release Form* remains effective until my relationship with SUNY is terminated, judicial actions resolved, financial accounts are settled, and grades recorded, with the exception of

Section F, which remains in force until rescinded in writing for specific images or quotes.

I agree that the terms of this *Agreement/Release Form* are to be construed under the laws of the State of New York, and that if any portion thereof is held invalid, the balance thereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this *Agreement/Release Form* and terms of participation.

SIGNATURE: _____ DATE: _____

FULL NAME (printed): _____

PARENT or GUARDIAN'S SIGNATURE (if under age 18) _____

Release for independent overseas academic activity 04/16/2019