



STUDY ABROAD CONTRACT

The parties to this Release are _____ (Student), _____ (Student’s parents or legal guardian, if student is under 18 years old) (both referred to hereafter jointly and severally as “Student”), and Kirkwood Community College (hereinafter “KCC”).

The Student, with the consent of the Student’s parents or legal guardian, has chosen to participate in the KCC _____ Study Abroad Program, (hereinafter “Program”), during the _____ semester.

1. Risks of Study Abroad

I understand that participation in the Program involves risks not found in study at KCC. These risks include: traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; and other matters which may be described in brochures and other written information concerning this Program, which I have received and reviewed. I have made my own investigation and am willing to accept these risks.

Initials

2. Health and Safety

I hereby certify that I have been truthful and forthcoming with all my health data and medical information. I have provided a detailed history on my application form.

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I hereby certify that I have been informed that Kirkwood requires all study abroad students obtain our health insurance coverage.

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I authorize KCC to transport and to obtain, through a physician of its own choice, any emergency medical care that may become reasonably necessary for me in the course of the Program and its related travel. I do hereby release, discharge, and hold harmless KCC, its officers, trustees, faculty, employees, agents and representatives, from any and all liability and claims I may suffer as a result of such medical treatment. I also agree that I will be responsible for the expenses of all related transportation and treatment.

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3. Student Conduct

All students are considered adults and are expected to take responsibility for their actions while taking part in the Program. As adults, any activities that a student takes part in, whether as a part of a Program or separate from the Program, will be considered to have been done with their approval and understanding of any and all risks involved. Any students under 18 and/or considered dependents of their parents or guardians are responsible for giving all background or other relevant information about the Program to their parents or guardians.

I will comply with all rules and regulations issued by KCC, faculty directors, or any coordinating institution. It is within the faculty director’s discretion to determine whether there has been a violation of the tour rules and regulations or whether a participant has participated in any behavior detrimental to or incompatible with the interests, harmony, and welfare of KCC, the Program, or other participants. In the event that the faculty director has determined that a student may have violated the tour rules or participated in otherwise

inappropriate behavior, the student will be afforded minimum due process rights which include the following: (1) the student will be given oral and/or written notice of the charges; (2) the student will be given an opportunity to admit or deny any charges; (3) the student will be given an explanation of the evidence against the student if the student denies the charges; and (4) the student will be given an opportunity to explain the situation. After the student has been afforded due process, the faculty director will make a determination whether the student violated the tour rules or participated in otherwise inappropriate behavior. If the faculty director finds the student has violated the tour rules or participated in otherwise inappropriate behavior, the faculty director will determine the appropriate course of disciplinary action based on the circumstances and may consult with KCC administrators. Student discipline for violation of the tour rules or participation in inappropriate behavior may include, but is not limited to: 1) loss of scheduled tour event opportunities, 2) enhanced supervision with a sponsor during the remainder of the tour, and 3) loss of all tour privileges. KCC will cooperate with any law enforcement authorities that may become involved due to a student's conduct on the tour; however, KCC will have no control over any actions law enforcement authorities may take against a student based upon the student's conduct.

In all cases where a student has been found in violation of the tour rules, the student and student's parents, if appropriate, will be notified within a reasonable time after the faculty director has determined a violation has occurred, will be notified that the student has violated the tour rules or participated in inappropriate behavior, will be notified of the disciplinary consequences that have been imposed for the student's violation, and will be afforded an opportunity, at their own expense, to personally pick up their child and accompany them home. Under no circumstances, will KCC send a student who is under 18 year old home from the tour without direct parental or other adult supervision. In addition to any disciplinary consequences relating to loss of participation in the tour, any student may be further disciplined under KCC's student conduct policy for their conduct on the tour.

I agree that KCC has the right to enforce its rules and regulations, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program, for violating these rules and regulations. If I am expelled from the Program and am over 18 years old, I consent to being sent home unaccompanied at my own expense with no refund of fees. I also agree that I will (a) not buy, sell, or use drugs at any time, (b) not engage in abusive use of alcohol or if under 18 years old refrain from all use of alcohol, (c) participate in all classes and scheduled activities unless ill, and (d) abide by dress and cultural codes suitable in the countries visited.

I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior violating those laws or standards could harm KCC's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.

Initials

4. Independent Activity

Although KCC is sponsoring this course, I understand that neither KCC nor any of the faculty directors or travel arrangers will be supervising me at all times. I will have the opportunity and the right to independently leave the group periodically, subject to the faculty director's requirements for participation in and attendance at classes and other activities that are a required part of the Program. Therefore, I will be responsible for my own safety and cannot hold KCC liable for any injuries to my person or property or any other losses as a result of my participation in the Program. If I become separated from the program group, for any reason, I am responsible for the additional cost to rejoin the group.

It is understood and agreed that if I elect to remain overseas at the location of the Program or elsewhere after participation in the Program, KCC will cease to act as my sponsor thereafter. In both of the foregoing events, this release shall remain in full force and effect.

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5. Changes in Itinerary

KCC may make changes to the program itinerary, including cancellation, at any time and for any reason. The college is not responsible for penalties assessed by air carriers or any other associated costs based on operational and/or itinerary changes.

KCC may, in its sole discretion, determine that circumstances within a foreign country may require the cancellation of the Program within that country. KCC will provide me with as much advance notice as possible of its intention to cancel the Program in which I participate. I also understand that KCC, the onsite coordinators, or the foreign government may prematurely terminate the Program. I understand that KCC's fees and Program charges are based on current airfares, lodging rates, and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or other unforeseen causes.

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6. Financial Obligations

I will abide by the financial obligations of this trip. Failing to turn in all completed documents and meeting payment dates in a timely matter could result in my termination from the program.

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7. Emergency Situations

In case of an emergency, I authorize the Australian Embassies and Consulates to release information concerning my welfare and whereabouts to KCC. Australian participants will take it upon themselves to register with the Australian Consulate prior to departure.

Should I be placed in a position where, because of my incapacity to act, the question arises as to who may act on my behalf or as my parent's, guardian's, or spouse's agent, the KCC faculty director shall be my duly appointed attorney-in-fact.

KCC strongly discourages students from owning or operating vehicles while participating in study abroad programs. If I operate a motor vehicle while abroad, I recognize that KCC assumes no financial responsibility for legal aid, for my medical care or for any other damages of any kind should I be involved in an accident while operating a motor vehicle.

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8. Marketing Release

The undersigned hereby gives permission and authorization to Kirkwood Community College and its designees to use and reproduce any still photograph, video tape or motion picture that includes my name or likeness, or to use any recording that includes my voice, in any Kirkwood approved publication, print advertising, promotional materials or any other medium. The undersigned releases Kirkwood Community College, its designees and assignees from any and all claims for damages of libel, slander, invasion of the right of privacy or publicity or any other claim based on the use of my name, likeness or voice.

Initials

9. Release

I understand and agree that foreign travel may be dangerous and that this Release includes, but is not limited to, a release and discharge of released parties from any responsibility associated with any liability for injury or damage regardless of the source or cause.

I hereby accept sole financial responsibility for any equipment, materials or instruments lost or damaged by me during my participation in the Program.

In consideration of KCC accepting me into the Program, I, my heirs, executors, administrators, employers, agents, representatives, insurers and attorneys, hereby release and discharge KCC, its officers, trustees, faculty, employees, agents and representatives (hereinafter "released parties") from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by the released parties. I further release and discharge the released parties from any and all responsibility for an accident, illness or injury or any other consequences arising or resulting from my participation in the Program.

I recognize and agree that the released parties assume no responsibility for any liability, damage or injury that may be caused by my negligence or willful acts committed related to or during participation in the Program, or for any liability, damage or injury caused by the intentional or negligent act or omission of any other participant in the Program, or caused by any other person.

I hereby agree to indemnify and hold harmless the released parties from any loss or liability whatsoever including reasonable attorneys' fees, caused by an act or omission resulting from my direct or indirect participation in the Program.

Student's signature

Date

Signature of parent or legal guardian if student is under 18

Date