

STUDY ABROAD WAIVER, INDEMNIFICATION, AND RELEASE AGREEMENT PACE UNIVERSITY

Student Name:	U #:
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Name of Study Abroad Program or Host Institution:

- ☐ Faculty-Led Study Abroad Program
☐ Semester or Year Study Abroad Program

Location of the Program or Institution (City, Country) :

Program Start Date:

Program End Date:

The following agreement is designed to protect Pace University ("University"), as well as all participants, members, employees and faculty, agencies, and individuals cooperating with Pace University in the delivery of the discrete study abroad program described above ("Program"). You, the student (referred to below as "I" and "my"), must sign and return this document indicating agreement to the below terms and conditions. Confirmation of your participation in this Program will not be made without your signature.

1. General Acknowledgment

I have voluntarily applied to participate in the above study abroad program. I acknowledge that the nature of this activity may expose me to hazards or risks that may result in illness, personal injury, or death and I fully understand and accept the nature of such hazards and risks. In consideration of my participation in the program identified above, I hereby accept all risk(s) to my health and of injury or death that may result from such participation.

2. Participant Conduct

As a participant in the Program, I am subject to the Pace University Student Handbook and Code of Student Conduct as provided on-line at <http://www.pace.edu/student-handbook/>. As stated in the University's Student Handbook, I understand that if I violate the Code of Student Conduct or if it is determined by a Program Representative that I have violated the Code, my participation in the Program may be terminated. Therefore, I understand that appropriate behavior, as outlined by the Student Handbook, is required at all times. I further understand that my participation in the Program may be revoked immediately should I violate any of the Codes established by the Student Handbook and that I alone have full financial and logistical responsibility for transportation costs home should I be dismissed from the Program. I also understand that I am responsible for knowing and abiding by the rules and laws of the host country and host institution or affiliate, if applicable, and that the same dismissal policies and responsibilities apply.

3. Special Accommodation

I agree that if I require an accommodation due to disability and/or religious observances in order to fully participate in the travel/study abroad program, I will comply with (or have already complied with) the proper procedures for assessment and approval of such accommodation by the necessary University authority(ies). Such approval of accommodations must be granted prior to participation in the program.

4. Travel Documents

At all times during my travel with the program, I agree to be in possession of a valid passport or official travel document and any visas (e.g., tourist or student visa) or other immigration documents (e.g., U.S. "green card", Form I-20) required for entry into a foreign country and re-entry into the United States. I understand that I alone shall bear responsibility for all costs incurred to obtain such documentation. I also acknowledge that I am required to provide a copy of each and every necessary travel document referenced above that is required for my international to the International Programs and Services Office as a condition of my participation in the Program.

5. Pre-departure Orientation

I understand that I am required to attend the pre-departure orientation session(s) organized for my Program. I am responsible for all content delivered at orientation and presented to me via electronic or in-person delivery methods (e-mail, Blackboard, mail, etc.) before, during, and after the sessions.

6. Accident and Insurance Coverage

I understand that the University requires that all students be covered by appropriate accident and medical insurance including the University-provided ACE Travel Assistance Program and trip cancellation insurance, if applicable, and that all students be financially responsible for such expenses. Further, I agree to provide the Program proof of personal medical insurance coverage in accordance with University policy. I also represent to the University that there are no health-related reasons or problems of which I am aware that preclude or restrict me from participating in the Program. I understand that the University-provided ACE insurance policy is valid only to the extent to which I comply with all policies and procedures of the study abroad program in which I am enrolled.

7. Medical Treatment

I hereby authorize Pace, and its employees, agents, and representatives, to act in any attempt to safeguard and preserve my health and/or safety during my participation in the program, including authorizing medical treatment on my behalf and at my sole expense, and returning me to the United States at my sole expense for medical treatment in case of an emergency. Whenever possible, a Study Abroad representative or agent will contact my parent(s) or guardian(s) prior to treatment. I acknowledge that such contact may not be practical depending upon the nature of the emergency.

8. Program Payments

I agree to comply with the University tuition and fee schedule as published in the semester class schedule. I further acknowledge that I have read and understand that tuition charges are based upon tuition commitments for the full semester. If I withdraw from this Program, the effective date of withdrawal and cancellation shall be the date when formal application is filed with the Office of Student Assistance ("OSA"), either in person or on-line through MyPace Portal. I understand that program costs may be in addition to University tuition and fees and are subject to a separate withdrawal and refund policy, and that the terms of my program shall determine the amount of financial aid for which I am eligible.

9. Program Changes or Termination

I hereby acknowledge that the University reserves the right to make cancellations, changes or substitutions to the program at any time and for any reason, with or without notice, and that the University shall not be liable for any loss whatsoever to program participants as a result of such cancellations, changes, or substitutions. I understand that the University reserves the right to cancel, terminate, and/or discontinue the program at any time. Any refund of tuition and fees, if appropriate, shall be issued pursuant to the University's and University program's policies.

10. Leisure Time

I understand that activities or independent travel conducted when I have free time before, during, or after the Program, shall be unsupervised by the University, its agents or employees. I acknowledge and agree that neither the University nor its trustees, officers, employees, or agents shall have any responsibility or liability whatsoever for any injury, damage or loss suffered by me during such periods of independent activity or travel, and this Release shall remain in full force and effect during all such times.

11. Voluntary Withdrawal

I understand that if I voluntarily leave the program for any reason, including illness, I alone shall be responsible for any and all costs associated with my return home. Any refund of tuition and fees, if appropriate, shall be issued pursuant to the University's and program's policies. I understand that upon withdrawal that I shall be unsupervised by the University. I agree that Pace, its agents, and employees shall have no responsibility or liability for any injury, damage or loss suffered by me during such periods of independent activity or travel, and this Release shall remain in full force and effect during such times.

12. Housing Arrangements

I understand housing will be arranged for me during the program as detailed by the Program, and that I shall be responsible for the full cost of the accommodation as detailed by the Program. Housing sites may have rules above and beyond those mentioned herein, and I agree to comply with such rules as stipulated by the Program.

13. Motor Vehicle and Personal Property Insurance Coverage

I understand that the University requires students who plan to operate a motor vehicle to obtain liability and collision insurance that will cover them in the applicable locale and that the University is not responsible for accidents or injuries which occur as a result of a student's operation of a motor vehicle while attending a Program. I also understand that the University recommends that students insure their personal property from loss or theft as the University hereby disclaims any responsibility for any loss or theft of personal property.

14. Legal Conflicts

I acknowledge and understand that should I be arrested or come into legal conflicts in the host country, I must attend to this matter personally and use my own funds to cover any costs of such problems. I understand that the University is not responsible for providing and will not provide legal assistance in these circumstances. I understand and agree that I alone am liable for damages to my own person and property, as well as damages to other persons and their property, including any damage due to my abuse of alcoholic beverages, medicines, and/or illegal drugs. I acknowledge that I am personally liable for the legal and economic consequences of my actions.

15. Release and Indemnification

I, on behalf of myself and my personal representatives, estate, heirs, next of kin, and assigns, hereby release Pace University and all its trustees, officers, employees, and agents from any and all liability to me, my personal representatives, estate, heirs, next of kin, assigns, or any other person for any and all claims and causes of action for (x) loss of or damage to my property or (y) for any and all illness or injury to my person, including, but not limited to, death, assault, battery, false imprisonment, false arrest, malicious prosecution, intentional trespass, abuse of process, libel, slander, deceit, interference with contract rights, infliction of mental distress, or violation of civil rights, that may result from or occur during my participation in the study Abroad program (collectively "Claims"), excepting only Claims caused by the sole and gross negligence or willful misconduct of the University, its trustees, officers, employees, or agents. I further agree to indemnify and hold harmless the University and its trustees, officers, employees, or agents from and against Claims that may result from my negligence or willful misconduct while participating in the described study abroad program.

16. Governing Law

This Release shall be construed in accordance with, and governed by, the laws of the State of New York. Any litigation regarding this Release or the travel/study abroad program shall be brought in a court of appropriate jurisdiction in the Counties of New York and Westchester, State of New York.

I HAVE READ AND UNDERSTAND THE ABOVE PROVISIONS AND AGREE TO BE BOUND BY THEM.

Student Name:	Pace U#:
School/Major:	Program Abroad:
Telephone:	E-mail:
Signature:	