

**SALT LAKE COMMUNITY COLLEGE
 TERMS AND CONDITIONS OF STUDY ABROAD and INTERNATIONAL
 EXPERIENCE PROGRAMS
 AND
 STATEMENT OF RESPONSIBILITY AND ASSUMPTION OF RISK**

TERMS AND CONDITIONS OF PARTICIPATION

- A. For the purpose of all Study Abroad and International Experience programs at Salt Lake Community College (hereafter referred to as "SLCC"), no program participant (e.g., faculty, staff, or student) is authorized to drive a private vehicle for the purpose of transporting program participants to, from, or during activities identified as part of the program.
- B. Each person participating in the Study Abroad or International Experience program in any capacity (e.g., faculty, staff or student) must be covered by personal insurance for medical and hospital costs arising from any accident or health issue occurring while on, or as a result of participation in the Program.
- C. Drinking of alcoholic beverages by any participant in a Study Abroad or International Experience program during "working hours" (i.e., those hours designated by the Program Director as time to be spent on SLCC sponsored activities within the designated program plan of activities) is strictly prohibited.
- D. Narcotics, illegal drugs, or other controlled substances are strictly prohibited from being in the possession of, or used by, any person participating in the Study Abroad or International Experience program except for purposes specifically permitted by the Utah Controlled Substances Act, and possession or use of said substance may be grounds for dismissal from the program resulting in an early return home, at the participants own and sole expense.
- E. No person engaged in Study Abroad or International Experience activities may have in their possession or use any kind of firearm for any purpose while participating in the program.
- F. * Each participant in a study abroad or international experience program is expected to comply with all applicable SLCC codes during the program, and to obey all applicable provisions of the laws of the state and nation in which the Program activities take place.
- G. All participants are individually responsible for their personal conduct while on SLCC Study Abroad or International Experience Programs, and SLCC has no obligation to intercede or undertake to protect said participant from the legal consequences of violations of the law for which they may be responsible.
- H. All participants must be over the age of 18. As adults, program participants are not supervised or monitored during non-working or non-program activity hours.

STATEMENT OF RESPONSIBILITY AND ASSUMPTION OF RISK OF PARTICIPATION

I _____ (herein referred to as "Undersigned" and referring to Participant)
PRINT FULL NAME
 expect and intend to participate in the SLCC Study Abroad Program (defined as off-campus, credit or non-credit study abroad travel program) to _____, _____ on the dates of _____, 20____ to
CITY COUNTRY MONTH & DATE YEAR
 _____, 20____.
MONTH & DATE YEAR

1. The Undersigned understands and acknowledges that there are specific dangers and risks of injury to person and/or property that are associated with any Study Abroad Program, not limited to travel hazards, terrain, weather, eating and sleeping arrangements, serious or even mortal injuries, property damage or loss, and other circumstances. The Undersigned specifically agrees to and voluntarily assumes the risk of such injuries and/or losses.
2. The Undersigned agrees to: a) consult with a medical doctor with regard to her/his personal medical needs and confirms that there are no health-related reasons or problems which preclude or restrict his/her participation in this Study Abroad Program, b) arrange for adequate medical and hospitalization insurance to meet any and all needs for payment of medical and hospital costs while engaged in this Study Abroad Program, c) assume all risk and responsibility therefore, d) consult and arrange with a medical doctor to receive the appropriate inoculations/shots for this program, e) pay for any and all medical and hospitalization expenses while in a foreign country or in transit to and from Salt Lake City, Utah during and for this program, and f) to release SLCC from any legal responsibility for payment of the Undersigned's medical, medication, or hospitalization needs.
3. The Undersigned understands that SLCC in no way represents, or acts as agent for the Host Institution, the transportation carriers, the hotel(s) and any other suppliers of services connected with this Study Abroad program. The Undersigned further understands that SLCC, its governing board, employees, and agents are a) not responsible or liable for injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of the Host Institution, or any other company or person engaged in providing or performing any of the services involved in this program, b) not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, acts of terrorism, personal decision to leave the program early, or other such causes, and c) not responsible for any disruption of travel arrangements, or any consequential additional expenses that may be incurred therefrom.

Participants initials for this page _____

STATEMENT OF RESPONSIBILITY & ASSUMPTION OF RISK OF PARTICIPATION cont'd.

Page 2

4. SLCC reserves the right to: a) cancel without penalty the offering and conduct of this Study Abroad Program, b) withdraw any part of the Study Abroad Program and to make any alterations, deletions, or modifications in the itinerary and/or Academic portion of the program as deemed necessary by SLCC, the Director of Study Abroad, or by the Program Director as agents of SLCC.
5. The Undersigned acknowledges and agrees to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation and other services in the program plan due to sickness, weather, strikes, hostilities, wars, natural disasters, acts of terrorism, personal decision to depart from the program, or other unforeseen causes, b) to accept all responsibility whatsoever for any loss, damage, destruction, theft or the like to his/her luggage or personal belongings, and c) that she/he has retained adequate insurance or has sufficient funds to replace such belongings and will hold SLCC harmless therefrom.
6. The undersigned acknowledges and understands that in the event he/she become detached from the study abroad group, fails to meet a departure bus, airplane, train, or other conveyance, or becomes sick or injured and unable to travel she/he will a) bear all responsibility to seek out, contact, and reach the trip group at its next available destination, and b) to bear all costs attendant to contacting and reaching the field trip group at its next available destination.
7. The Undersigned acknowledges and understands that all services and accommodations are subject to the laws of the country in which they are provided, and therefore agrees to abide by all such laws.
8. The Undersigned acknowledges and understands that should she/he have or develop legal problems with any foreign national(s), foreign business, or foreign government while participating in this study abroad program, he/she will attend to the matter personally with his/her own personal funds and will hold SLCC harmless therefrom and that SLCC is not responsible to provide any assistance under such circumstances.
9. The Undersigned acknowledges and understands that the Program Director may, at the request of the Undersigned, contact her/his parents, spouse, or emergency contact with information regarding the Undersigned, when the Undersigned is unable to do so.
10. The Undersigned is aware of the expected behavior of a Participant in any SLCC Study Abroad Program based upon, among other documents and agreements, the SLCC Student Code Handbook, and the SLCC Student Study Abroad Handbook. The Undersigned is aware that, as a guest in a foreign country, there are certain behaviors that are unacceptable and could lead to possible disruption of the Undersigned's participation in the Study Abroad Program. The Undersigned assures SLCC that the undersigned participant shall act in an appropriate manner at all times while in the company of other Study Abroad Program members, and that he/she will not act in a manner that is disruptive to the quiet enjoyment of the program experience for any other program member during "work hours" or while in lodging/rooming facilities after 10:00 p.m. local time each night.
11. The Undersigned agrees and understands that during the Study Abroad Program's "working hours" he/she will be under the direction and supervision of the SLCC approved Program Director and specifically agrees to comply with all directions and instructions of the Program Director during the course of the program thereof.
12. The Undersigned understands and agrees that SLCC does not have medical personnel available at or near the location of the Study Abroad Program, during transportation, at a Host Institution, or anywhere in the foreign country. The Undersigned understands and agrees that SLCC or SLCC's Program Director is granted permission to authorize emergency medical treatment, if necessary, and that such action by SLCC or the SLCC Program Director shall be subject to the terms of this Agreement. The Undersigned understands and agrees that SLCC assumes no responsibility for any injury, damage or cost which might arise out of or in connection with such authorized emergency medical treatment.
13. The Undersigned understands and acknowledges that Salt Lake Community College and the Program Director assumes no liability for personal injury, property damage to participants or to third persons, or costs arising out of program activities, except to the extent that such liability is imposed by the law, including the Utah Governmental Immunity Act (Utah Code annotated 63-30-1 et seq.). The Undersigned agrees to indemnify and to release Salt Lake Community College and the Program Director from any liability arising out of the acts of omissions of undersigned during the Study Abroad Program, subject to the limitations or restrictions against such indemnification that are imposed by law.
14. Knowing the dangers, hazards, and risks of study abroad activities, and in consideration of being permitted to participate in the Study Abroad Program, the Undersigned, on behalf of his/her family, heirs, and personal representative(s), agrees to assume all the risks and responsibilities surrounding the Undersigned's participation in the Study Abroad Program, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance releases, waives, forever discharges and covenants not to sue SLCC, its governing board, officers, agents, employees and any students acting as employees (Releases), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Undersigned may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Undersigned or by any property belonging to Undersigned, whether caused by the negligence or carelessness of the "Releases," or otherwise, while in, on, upon, or in transit to or from the Host Country where the Study Abroad Program or any adjunct to the Study Abroad Program occurs or is being conducted.

Participant's initials for this page _____

STATEMENT OF RESPONSIBILITY & ASSUMPTION OF RISK OF PARTICIPATION cont'd.

Page 3

15. The Undersigned further agrees that this Agreement shall be construed in accordance with the laws of the State of Utah in the United States of America, which shall be the agreed forum for any lawsuits filed under or incident of this Agreement or the Study Abroad Program. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.
16. It is the Undersigned's express intent that this releases and holds harmless agreement shall bind the members of the Undersigned's family and spouse, if the Undersigned is alive, and Undersigned's family, estate, heirs, administrators, personal representatives, or assigns, if Undersigned is deceased, and shall be deemed as a "Releasee" Waiver, Discharge, and Covenant not to sue the above named "Releasees." The Undersigned agrees to save and hold harmless, indemnify and defend "Releasees" from any claim by the Undersigned or Undersigned's family, arising out of Undersigned's participation in this Study Abroad Program.
17. In signing this Release, the Undersigned acknowledges and represents that the Undersigned has become fully informed of the content of this waiver of liability and hold harmless agreement by reading it before signing it, and by signing this document as the Undersigned's own free act and deed confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.
18. The Undersigned executes this release for full, adequate, and complete consideration fully intending to be bound by the same.
19. **The Undersigned states and certifies that he/she is at least eighteen (18) years of age and fully competent to sign this Agreement.**

This is a release of legal rights! Read and understand before signing this document!

Participant Signature

Date

Participant's printed full name

*If the participant is under the age of 18 at the time of the submission of this application, but will be **BEFORE** the first day of the applicable Study Abroad Program, the signature of at least one parent or legal guardian must also be provided below.*

Parent or Legal Guardian Signature

Date

Parent or Guardian printed full name

PHOTOCOPY OF PROOF OF INSURANCE MUST BE PROVIDED. If application is in person or by mail, attach it to this application. If application is by email, mail a copy to:

**Study Abroad Programs
Salt Lake Community College (Redwood-CT 258)
4600 S Redwood Rd.
Salt Lake City, UT 84123**

**Approved 11/99
Revised 08/05
Revised 05/09**