WAIVER AND RELEASE AGREEMENT FOR STUDY ABROAD PROGRAM

University of St. Francis offers students the opportunity to enroll in overseas study abroad programs, some operated by different education institutions. Certain potential risks to personal health and safety are associated with international travel and residence in a foreign country. By your participation in the study abroad program you understand and agree to accept the associated risks. University of St. Francis cannot guarantee the health and safety of participants in a study abroad program or eliminate risks from study abroad environments.

Please read, sign, and return this form before your study abroad program begins. Students who fail to return this form will not be allowed to participate in any programs offered through the International Programs Office.

In consideration of USF providing me the opportunity to participate in the study abroad program, I hereby agree and attest to the following:

- **Risks of Study Abroad**: I understand that there are certain risks associated with international travel and residence in a foreign country and that University of St. Francis cannot control these risks. These risks may include without limitation exposure to serious health and safety hazards up to and including injury, death; transportation accidents; storms, floods, earthquakes, and other natural disasters; infectious diseases, inadequate medical care; remote access to medical treatment; criminal activity against me; armed insurrections; and terrorist activities.

- **Personal Conduct**: I understand and agree to abide by all applicable policies, rules, and regulations of the study abroad program. I acknowledge that I will be subject to sanctions enforced by University of St. Francis if I am not in compliance with these rules and regulations, including without limitation loss of monies paid to the program, early termination from the program, and disciplinary consequences up to and including expulsion. I agree to read thoroughly all materials provided to me by USF and any hosting universities related to my study abroad program. I agree to attend and participate in any pre-departure or other orientation or information sessions required of me by USF related to my study abroad programs.

- **Local Laws and Customs**: I recognize that when traveling abroad, I will be serving as an “ambassador” of the United States and USF and I agree to display behavior appropriate to these expectations. Before I leave for my program, I agree to learn and research the country of study in order to become familiar with its laws and customs. I agree to respect and adhere to the laws and customs of the host country or countries, and the countries through which I travel. I understand that the violation or disrespect for those laws and customs may result in consequences including without limitation my dismissal from the program and loss of monies paid, disciplinary consequences up to and including expulsion, and criminal prosecution. I acknowledge that the violation of such laws and customs may have legal ramifications with consequences to me beyond the control of USF representatives and U.S. government. USF shall
not be responsible in any way for securing, or attempting to secure, my release if I am held or prosecuted by foreign authorities. I also agree and abide by any travel advisories issued by the United States or local governments.

- **Reason for Dismissal:** If I am dismissed from the study abroad program, I will be sent home at my own expense without refund of any monies and will remain responsible for all program fees and expenses incurred related to my participation in the program. The established USF academic policies regarding grades and withdrawal will be followed. Reasons for dismissal include, but are not limited to the following: any acts which directly or indirectly jeopardize the health, safety, and welfare of the student, other students of the program or program personnel, violations of the host country’s civil and/or criminal statutes, illegal or excessive use of alcohol; the possession, use of distribution of, or any attempt to use or distribute any illegal drugs or controlled substances as defined under Illinois or local foreign laws; fighting with, or assault of program faculty or other personnel or other students with the program; intentional damage to, or destruction of, any attempt to damage or destroy program property or property of program personnel or other program students.

- **Waiver and Release:** I acknowledge that my participation in the study abroad program is completely voluntary and is provided by USF as a benefit to me. As a participant of the program, I recognize and acknowledge that there are certain risks of physical injury and other injuries and losses, and I agree to assume the full risk of any injuries, including death, damages or losses which I may sustain as a result of my participation. I do hereby full waive, release and discharge University of St. Francis, its Board of Trustees, affiliates, officers, agents and employees from any and all claims (including without limitation those from injuries, including death, damages or loss of credit, other losses, or expenses of any kind) arising out of or in any way connected to the study abroad program and my participation in the program. I hereby waive, release and warrant that I shall not bring any claim, by lawsuit, or otherwise, against University of St. Francis, its Board of Trustees, affiliates, officers, agents and employees directly or on my behalf or and is binding upon myself and my spouse, children, heirs, executors, administrators and assigns.

- **Indemnification:** I further agree to indemnify and hold harmless University of St. Francis, its Board of Trustees, affiliates, officers, agents and employees (the “Indemnitees”) from any claim, loss, or expense whatsoever, including without limitation reasonable attorneys’ fees, brought against or suffered by any of the Indemnitees due to any injury or loss in connection with my participation in the program, including without limitation any injuries caused by the negligence of USF, or as a result of my acts or omissions in connection with the program, or arising out of a claim directly or indirectly related to such participation brought by any other person and arising out of my acts or omissions.

- **Severability:** The provisions of this Waiver and Release Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of other provisions herein.

- **Authority to Consent:** I warrant and represent that I am at least eighteen years of age and have the capacity and ability to fully authorize the consents and agreements contained herein.
I have read and fully understand this Waiver and Release Agreement and execute it of my own free will and without any reservation whatsoever.

______________________________________________
Signature of Participant/Date

______________________________________________
Signature of Parent/Guardian/Date (for participants under the age of 21)