Study Abroad Participant Rights and Responsibility Agreement

Program Fee

If a program fee is assessed for this program, the program fee is 100% refundable prior to the fee refund deadline when documented as requested to TCS Education System Global Engagement in email to globalengagement@tcsedsystem.edu prior to the fee refund deadline. The program fee is 100% nonrefundable after the fee refund deadline.

Waiver of Liability, Assumption of Risks, Indemnification and Hold Harmless, and Release Agreement

This Waiver of Liability, Assumption of Risks, and Indemnification and Hold Harmless Agreement is entered into by all participants of the Program, as defined above. The term "participants" as used herein includes students, staff, faculty, and all other persons that participate and travel in association with the Program. Participants are voluntarily registered in the Program.

Waiver of Liability: In consideration of being permitted to participate in any way in the above-mentioned Program, and to the maximum extent permitted by law, I, for myself individually, and on behalf of my heirs, successors, assigns, and personal representatives, do hereby forever release, waive, discharge, and covenant not to sue TCS Education System ("TCSES") and its affiliate organizations ("Affiliates"), including without limitation participant's higher education institution ("Institution"), and their respective trustees, officers, employees, agents, representatives and volunteers, in their official and individual capacities (collectively "TCSES and Affiliates") from any and all liability whatsoever, including without limitation any and all claims, demands, actions, causes of action, suits or judgments, damages, losses, expenses and costs, including attorney's fees, physical or psychological personal injuries (including illness, paralysis and death), economic or emotional loss, I may sustain to my person or property or both, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by TCSES and Affiliates, including any and all claims of negligence on the part of TCSES and Affiliates.

Assumption of Risks: I understand that participation in the Program carries with it certain inherent risks, hazards, and dangers that are not found at my School that cannot be eliminated regardless of the care taken to avoid injuries. I am aware of, understand, acknowledge, and appreciate that these risks, dangers, and hazards involve traveling to, within, and from one or more foreign countries related to the Program, which includes but are not limited to risks of air travel and all other types of transportation that could result in damage to property, injury to persons up to and including death; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances; local sanitation, medical, and weather conditions; and other risks to participating in the Program including without limitation physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I am aware of, understand, acknowledge, and appreciate the risks, hazards, and dangers of travel to, in, and around the location of the program, including but not limited to the dangers to my own health and personal safety, including loss of property, personal injury, or death posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks,

accidents, and/or violence. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Program location(s). I acknowledge that applicable current travel advisories issued by the U.S. Department of State and the Center for Disease Control information materials either have been given to me or Internet site addresses provided to me. Further, I represent I have made my own inquiry and I am willing to accept these risks, hazards, and dangers.

I have read the preceding paragraph and I know, understand, and appreciate these and other risks that are inherent in the Program. I hereby assert that my participation is voluntary and that I knowingly assume all related risks, dangers, and hazards related to my participation in the Program, whether described above, or otherwise known or unknown to me, and in consideration of being permitted to participate in the Program, I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in the Program.

Indemnification and Hold Harmless: I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless TCSES and Affiliates from any and all claims, actions, suits, procedures, costs, liability, loss, injury, damage, or expense, including attorney's fees, that may result from, arise out of, occur during, or be connected with my participation in the Program or any related or independent travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by TCSES and Affiliates, and to reimburse them for any such expenses incurred.

Severability: I expressly agree that the foregoing Waiver of Liability, Assumption of Risks, and Indemnification and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the applicable jurisdiction and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Participant Responsibility for Program Preparation

I assume responsibility for all the elements necessary for my personal and academic preparation for the Program and understand that I am required to have participated fully in required preparation and/or course prior to travel. I have provided full, complete, and truthful answers in connection with the entire registration process. I understand and accept all Program details including requirements and costs described in Program materials, written and verbal communications from the Program leaders and orientation meetings. I agree that if I cancel my participation in a Program I must apply for, but may not be entitled to, a refund.

Academic Expectations

I understand that failure to complete the entire Program and/or any assignments, classes, lectures and activities before, during and after the Program could result in failing or being asked to exit the Program. When required, I also understand that inadequate academic participation may be considered grounds for termination from the Program at the sole discretion of the Program leader and that I will be responsible for any additional expense resulting from such termination.

I understand that programs consist of pre-departure preparation which occurs prior to the travel portion of the Program. **It is my sole responsibility to determine that I can attend pre-travel activity, which is a required portion of the Program, and that it does not cause a conflict with other commitments.** If I determine that I have a conflict with the class meeting times or travel times of the course, I will not receive a refund of my Program fee, and may receive a portion of my tuition refund based on my institution's tuition refund schedule, if tuition is assessed for my program.

I must complete all assignments as outlined in my course syllabus and/or itinerary. If I do not adequately participate in these activities, I may be not able to join any or all activities related to the Program and/or may receive a failing grade for the course if my participation is impacted, when relevant.

I am responsible for completing the assignments and activities outlined in the course syllabus and this policy. Grading of all assignments will be in accordance to what is outlined in the course syllabus.

Acceptance of Conditions

I understand that living conditions while on the Program may not meet the standards to which I am accustomed and that I accept that I will be in a shared living environment. While on the Program, I understand that I must stay in the housing that has been designated by the Program. Additionally, I understand that I am participating in an academic program and that while guests are welcome to travel with me before and after the Program, that while I am on the Program I am not permitted to have non-participants join me in my lodging or during Program activities. If non-participants are brought to the Program and are disruptive then, at the sole discretion of the Program leader, I may be dismissed from the Program and have to return early from the Program at my own additional expense, without credit earned and without refund of tuition or other costs.

Health

Immunizations

I verify that I have no health-related conditions or problems that preclude me from participating in the Program. I acknowledge that certain immunizations may be recommended, and that I am responsible for obtaining all necessary immunizations. The cost of these and/or related immunizations will be my financial responsibility. I accept responsibility for educating and informing myself and discussing with my health care provider any disease, illnesses, and other health concerns that may result from travelling abroad. I understand that additional information on health matters can be obtained from the Centers for Disease Control (www.cdc.gov/travel) and/or the U.S. Department of State (www.travel.state.gov).

Emergencies

In the case of an emergency, the TCSES representative in charge may notify the emergency contacts designated and in that case may also arrange for any necessary medical care or treatment at my sole expense subject to the Travel Health Insurance policy in effect, as referenced below. It is further agreed that, if required, undersigned will willingly return to the United States at the sole expense of the participant.

It is further agreed that in the case of emergency, the undersigned, all successors and personal representatives hereby waive and release TCSES and Affiliates from all liability and expenses whatsoever sustained by the participant during and in coordination with the Program.

I acknowledge and recognize that TCSES and Affiliates are not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during my participation in the Program, TCSES and Affiliates are not responsible for the cost or quality of such treatment or care. TCESES and Affiliates may (but are not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release TCSES and Affiliates from any liability for any such actions.

Accommodation

Given that the interactive process for evaluating accommodation requests can be lengthy, participants are encouraged to being the process of securing accommodation as far in advance as possible so that there be an opportunity to consider reasonable ways to meet the student's need. Participant's Institution reserves the right to select the specific aids and services it provides, as long as it deems they will be effective for the student and do not fundamentally alter the Program or academic standards. Such aids and services are determined on a case-by-case basis in consultation with the student who has identified the need for accommodation. Please consult with Program staff and your Institution's Student Handbook for specific information regarding how to make a request for accommodation.

Insurance

Travel Health Insurance
I understand and agree that as a condition for participation in the Program, I will be automatically enrolled in supplemental travel health insurance, which will be in effect the length of the travel portion of the Program. This insurance provides modest accident and sickness insurance, emergency evacuation and repatriation of remains anywhere I travel outside the United States for as long as the insurance is valid. Travel health insurance is considered supplemental and should not take the place of other insurance; I understand I should review their own health insurance to determine coverage availability during the program and carry documentation related to my personal health insurance. I understand that the travel health insurance plan may require me to pay for medical care and to seek reimbursement from the insurance carrier.

Trip Cancellation Insurance
Each participant is strongly encouraged, but not required, to obtain trip cancellation insurance coverage for the duration of their study abroad program.

Safety

The safety and security of participants is of paramount importance. TCSES monitors the safety of each country through contact with the U.S. Department of State and other sources daily. This includes the State Department's daily global security briefing and instant notification of all Travel Warnings and Alerts. If there is a need for any changes to a program based on these announcements, participants will be contacted via their official school email and/or email contact information that was included in my registration regarding changes in the Program made due to safety or risk.

Personal Conduct Abroad

I understand that I am and I remain subject to my institution's policies on Alcohol, Drug Use, Sexual Harassment, and the Student Code of Conduct when I am abroad. I further acknowledge that the processes and information set forth in these policies generally assume that I am participating solely in my own institution's program. I understand that my institution will apply these policies to the extent possible but there may be some deviations in their application as a result of the unique circumstances of this cross-institution program and my institution reserves the right to adapt these policies as necessary to address in country laws or the circumstances of a particular issue. In addition, I understand that I also may be subject to standards and process imposed by an in-country logistical and service provider and I agree to comply with them to the extent applicable.

Laws of the Land
I understand and acknowledge 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, which violates those laws or standards, could harm my Institution'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 my participation in the Program, including attending any and all Program orientation meetings and reading all materials the Program provides. I will attend to any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel during my participation in the Program. TCSES and Affiliates are not responsible for providing any assistance under such circumstances.

Controlled Substances understand and acknowledge that travelling internationally with controlled substances, including but not limited to medical and/or recreational marijuana is not recommended, and according to United States federal law I cannot fly on a U.S. commercial airliner with marijuana or marijuana containing products, even if I have a doctor's written prescription for medical marijuana or a medical marijuana identification card. Additionally, I understand many

countries consider marijuana to be illegal and if I am found in possession of marijuana, even with a U.S. prescription for marijuana, I can be arrested, prosecuted and deported if in possession of a substance considered illegal under foreign law.

Responsibility for Personal Action

I accept full responsibility for the effect that my conduct may have on other participants, hosts, and me and I agree to conform to standards of conduct consistent with the maintenance and reputation of my Institution.

I understand and agree that TCSES and Affiliates cannot monitor or control all of the daily personal decisions, choices, and activities of individual participants and that I am personally responsible for my own actions. I will exercise reasonable care for my own safety on the Program and throughout my participation. I understand that I am also responsible for complying with the terms of participation and emergency procedures of the Program and for obeying host country laws while not necessarily enjoying the same privileges as the host country nationals.

I understand that if I participate in any activity that is not a planned part of the program during the Programs that I hereby represent and warrant that my participation in these activities is not required by TCSES and Affiliates and is wholly voluntary. I understand and hereby acknowledge that I may face additional and/or increased risk of injury or death due to civil unrest, violence, terrorism, crime, illnesses, kidnapping, or political instability by traveling away from the Program's location. I hereby assume, knowingly and voluntarily, each of these risks and all other risks that could arise out of or occur during my travels.

Prior to the travel portion of the Programs, I understand that I follow the same Code of Conduct and I understand that my Institution in collaboration with the Program faculty lead have the right to unregister me at any point throughout the semester if I demonstrate professional comportment problems. If I have any previous recorded conduct issues at my institution in which I am enrolled, I may not be eligible for participation in the Program. If I am removed from a Program based on the reasons above, I understand that I am responsible for any costs that may have been incurred.

Program Dismissal

I understand that, while I am abroad, the Program leaders acts as designates of my Institution and, at the sole discretion of the Program leaders, I may be dismissed from the Program and may, therefore, have to return early at my own additional expense, without credit earned and without refund of tuition or other costs. If I engage in any conduct that violates the policies of my Institution, or if I engage in any of the following conduct (i) excessive absences from class or participation, (ii) failure to participate in field trips or other Program activities, (iii) failure to complete assignments, (iv) obstruction or disruption of teaching or other aspects of the program, (v) use of or involvement with illegal drugs or the abuse of any drug, (vi) abuse of alcohol, (vii) unwillingness to cooperate with Program faculty or administration or host representatives, or (viii) violation of the law of the host country, I understand that my dismissal from the Program may be in addition to other sanctions imposed upon me pursuant to the policies and procedures for my Institution.

Program Changes and/or Cancellations

TCSES and Affiliates reserve the right to cancel the Program at any time due to, but not limited to, low enrollment numbers, political instability and/or health or safety concerns in the host country.

I understand and acknowledge that TCSES and Affiliates do not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services relation to the Program.

I understand and acknowledge that TCSES and Affiliates reserve the right to make changes to the Programs (including equipment substitutions or alterations in the proposed itinerary) at any time and for any reason, with or without notice, and TCSES and Affiliates shall not be liable for any loss whatsoever to me by reason of any such cancellation or change.

TCSES and Affiliates are not responsible for penalties assessed by air, land, water carriers and/or other transportation that may result due to operation and/or itinerary changes, regardless of whether TCSES and Affiliates make such arrangement. TCESES and Affiliates reserve the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of TCSES and Affiliates.

I understand and acknowledge that TCSES and Affiliates assume no responsibility or liability, in whole or in part, for: any delays, delayed or changed departure or arrival times; fare changes, dishonors of hotel, airline or vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of TCSES and Affiliates, force majeure, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond TCSES and Affiliates' control, with or without notice; or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, TCSES and Affiliates will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely.

The right is reserved by TCSES and Affiliates, in their sole discretion, to cancel the Programs or any aspect thereof prior to departure; and, in the TCSES and Affiliates' sole discretion to cancel the Programs or any aspect thereof after departure, requiring that all participants return to the United States if TCSES and Affiliates determine or believes that any person is or will be in danger if the Program or any aspect thereof is continued. If the Program is changed or cancelled, the only responsibility of the Program is to refund to me all uncommitted monies and deposits I have paid to the Program. If changes in the Programs are minor, the Program does not have to refund any amounts to me.

Limitations of Control

I understand that TCSES and Affiliates cannot be responsible for the actions of persons not employed by TCSES or Affiliates, for events that are not part of the Program, or that are beyond the control of TCSES and Affiliates or for situations that may arise due to failure of a participant to disclose pertinent information.

Authorization to Use Image, Voice

TCSES and Affiliates may reproduce and use for educational or promotional purposes without compensation all photographs, videos, movies, or sound recordings taken of me during the time I participate in the Program.

Disclosure to and Notification of Family

I hereby agree and consent that TCSES and Affiliates may, in their sole discretion, disclose to my parent(s), guardian(s), legal partner or spouse of record any incident, event or matter arising out of or relating to my participation in the Program, including, but not limited to, voluntary or involuntary withdrawal, serious illness, injury, and/or hospitalization, arrest, evacuation or other such matters. This authorization supersedes any prior written request for confidentiality I may have filed with TCSES and Affiliates.

Participant Requirements

I understand that my responsibility to participate in the Program includes, but is not limited to, the following:

I understand that I am solely responsible for ensuring I have the correct and valid documents and medical requirements for travel and the inability to meet these requirements may result in my inability to participate in the Program and I will not be refunded any costs based on my inability to meet these requirements.

I understand that all communication regarding the Program will be done through my official Institution email address and that I am responsible for information that is distributed through this email address.

I understand that during the course of the program I am required to maintain a cellular phone that supports international data and cellular service and coverage for the region in which I am traveling; As part of this coverage, and prior to travel, I understand I will be required to download selected applications and technology that will be used during the trip and may be critical to compliance with the emergency response system for our program.

I understand that upon acceptance to the Program that I will be required to provide important information prior to departure, which includes supplying correct emergency contact information and other information used for safety purposes.

Financial Information

Course credit fees, the Program fee, and airfare may all be eligible to be covered by financial aid. If a student is interested in obtaining financial aid to fund a Program, he/she must contact the financial aid office immediately and the student aid advisors will discuss all funding options available. Your Institution's Student Handbook includes further information about financial aid disbursement, discounts, payment plans, timeline for drop/withdrawal and the refund percentage based on the date of drop/withdrawal.

Governing Law

I agree that this Agreement is to be construed and governed under the laws of the State of United States where my campus of enrollment is located and that if any portion is held invalid, the balance hereof shall continue in full legal force and effect.

Notification in Change of Circumstances

If after signing and submitting this agreement a change of circumstance occurs related to any of the items outlined in this agreement, the student is responsible for notifying TCS Global Engagement at globalengagement@tcseducationsystem.edu immediately.

Acknowledgement

Upon submitting this Agreement, I am accepting responsibility of reading and complying with this Agreement. I understand that I will be required to submit this agreement prior to enrollment of the Program. I confirm that I am responsible for ensuring my ability to travel internationally. I understand that if I cannot complete the travel requirements of this Program as stated above I will be dismissed from the Program and I will be responsible for paying any tuition and fees in accordance with the applicable refund policy.

Participant Signature _____ **Date** _____

Printed Name _____