UNIVERSITY OF NORTH FLORIDA FACULTY-LED STUDY ABROAD PROGRAM WAIVER AND RELEASE AGREEMENT

THIS AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING BELOW.

I, ________________________________________, am a student at the University of North Florida, a state university administered by The University of North Florida Board of Trustees, which together with the State of Florida is hereinafter referred to as the “Releasees.” I have agreed to participate in the University study abroad program ___________________________________ (“the Program”). In consideration for being permitted to participate in the Program, I hereby agree and represent that:

1. I understand that I am going to another country and that the laws, rules, and regulations that apply to my behavior may be different than those regulating conduct in the United States. I agree that I will act in accordance with the laws, regulations, and rules of the country I am in and that the violation of any such law may result in the immediate discontinuation of my participation in the Program.

2. I understand that although the University will attempt to maintain the Program as described in its publications and brochures, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that the Releasees will not be responsible or liable for any expenses or losses that I may sustain because of these changes.

3. I understand that the University reserves the right to discontinue my participation in the Program and/or accommodations at any time should my actions or behavior, in the sole discretion of the University or Faculty Leader, impede or obstruct the progress of the Program in any way or endanger myself, other participants, faculty or staff. In such event I agree that I remain fully responsible for the entire cost and expenses related to the Program and/or accommodations and that I will not be entitled to any refund. I further agree that from and after the date my participation in the Program is discontinued, I am responsible for my own conduct and the costs of my conduct, including, but not limited to food, lodging, and transportation during the remainder of the scheduled Program.

4. I understand that although the University has made reasonable efforts to address my safety while participating in the Program, there are unavoidable risks in travel overseas. I, for myself and for all persons claiming through me, waive, release and discharge Releasees, their officers, agents, representatives and employees, from and against any and all liability, claim, or action whatsoever arising out of or related to any injury (including death), loss or damage (including attorney's fees and costs) that I may sustain, whether caused by the negligence of Releasees or otherwise, that is connected in any way to my participation in the Program, and I covenant not to sue Releasees for the same.

5. I understand that the University has not engaged medical personnel abroad. I grant permission to _______________________________ [faculty member] to authorize emergency medical treatment for me. The University of North Florida Board of Trustees and the State of Florida assume no responsibility for any injury or damage arising out of or in connection with such emergency medical treatment. I release all of them from any claim by me or any person claiming through me arising out of or in connection with such emergency medical treatment. I understand that I am responsible for the cost of any such emergency medical treatment that is not covered by my international insurance policy. _______ Initials

6. I understand that the University will only grant me academic credit for programs that the University has agreed in writing to accredit and for which I have fulfilled the academic requirements.

7. I understand that I am solely responsible for obtaining all documents necessary for travel including but not limited to a passport or visas.

8. I understand that, under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, and its implementing regulations, 32 C.F.R. Part 99 (“FERPA”), Section 1002.225, Florida Statutes, and University Policy 2.0620P, the University is required to keep confidential various types of student records. I also understand that certain people may want to know about my whereabouts and condition when I am participating in the Program. For that reason, I hereby waive my confidentiality rights as they relate to my whereabouts and condition and authorize the University to disclose such information to (check as appropriate):

_______ My Parent(s): ____________________________________________
My My Spouse: ____________________________________________
Spouse: ____________________________________________
Other(s): ____________________________________________

9. I agree that should any provision or aspect of this Agreement be found to be unenforceable, all remaining provisions of this Agreement will remain in full force and effect.

10. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that prior to signing this Agreement, I have the right to consult with the adviser, counselor, or attorney of my choice.

11. I agree that should there be any dispute arising from or related to my participation in the Program that would require the adjudication of a court of law, venue will lie in Duval County, Florida, and the cause of action will be determined in accordance with the laws of the State of Florida.

12. This Agreement cannot be changed or amended in any way without the written consent of both parties.

13. I represent that I am at least eighteen years of age and fully competent to sign this form or if under eighteen years of age, that I have secured below the signature of my parent or legal guardian as well as my own. I understand the intent and effect of my signing this Waiver and Release.

ACCEPTED:

_________________________  ____________________________
Signature of Participant Date

_________________________  ____________________________
Signature of Parent/Guardian (Required if Participant is less than 18 years of age) Date