

Guidelines for Guests on Study Abroad Programs

Units or faculty leaders sometimes request that, in addition to University employees, other individuals accompany them on a Study Abroad Program (Program). Such accompanying Guests may accompany Program participants at their own time and expense. Guests should not participate in any formal Program events. If a Guest will be receiving any type of compensation or formally participating in the program in any way, these Guidelines and accompanying Statement of Responsibility do not apply. Instead, they must contact the Director of Study Abroad for further information. All WMU students on Study Abroad Programs (Program) must be enrolled in the Program. Current WMU students may not be the Guest of any Program participant. Any Guest under the age of 18 must be accompanied by a parent or guardian.

When traveling with a WMU Study Abroad Program, all Guests become representatives of the University and its educational mission. It is important that they recognize this and that it is reflected in their behavior. All Guests will sign the attached Guest Statement of Responsibility. The presence and roles of Guests should be made clear to students and other participants before the beginning of a Program.

For purposes of these guidelines and the Statement of Responsibility, WMU will use the following definitions:

- **Guest:** An unenrolled individual with no program responsibilities accompanying the study abroad program. If this individual is WMU faculty or staff, they are not participating as part of their general work responsibilities.
- **Faculty-director:** The instructor(s) of record for a study abroad course.
- **Program director:** WMU faculty or staff directly responsible for aiding in the administration of a specific study abroad program. These individuals advise, recruit, and prepare students to study at a designated international institution. In many cases, they also travel with students for a portion of the program to provide support.
- **Auxiliary support:** Individual(s) providing programmatic support to study abroad faculty directors while abroad. These individuals have no academic responsibilities, but do help facilitate travel logistics, provide direction to student participants, and complete required risk management training.
- **Student participant:** Any individual enrolled in a designated study abroad course. Participation in the study abroad program is credit-bearing for these individuals.

The Study Abroad office reserves the right to impose limits or conditions bearing on the roles, activities, and presence of Guests. The following guidelines should be observed when guests accompany study abroad programs at WMU:

1. Free ‘services’ may be provided, at the discretion of program leadership, when these services do not incur additional cost to the program (e.g. when a bus has been rented and open seats are available).

2. Accommodations: At the request of a university employee leading the study abroad program, and with the approval of Study Abroad, a Guest may share a Study Abroad employee's accommodations. Study Abroad participants will not be provided with a housing allowance for any Guests. Guests shall not share accommodations with students.
3. Insurance: All individuals accompanying study abroad groups must be enrolled in and pay for international health, medical evacuation, and repatriation insurance plan for the duration of the program.
4. Accompanying Children: The leaders of study abroad programs must be available at all times to respond to student needs or emergencies. For this reason, it is not recommended they, or others, take accompanying children. With approval of program sponsors (Study Abroad Office and others), and program leadership, children may accompany programs if they are accompanied by an adult who will be fully responsible for the child(ren) and who will pay for all expenses incurred on their behalf. Children 16 or under must be accompanied by an adult with no formal role in the program (i.e. a full-time caretaker).

Guest Statement of Responsibility

THIS IS A LEGAL DOCUMENT THAT INCLUDES A RELEASE OF LIABILITY. READ IT CAREFULLY BEFORE SIGNING.

In consideration for being permitted to accompany a WMU Study Abroad Program (Program), I hereby understand, agree and represent that:

1. Program Arrangements

The University will attempt to implement the Program as described in the provided documentation. It reserves the right, however, to change the Program at any time and for any reason if necessary to promote Program objectives; for emergency, health or safety issues; or due to institutional needs. If cancelled, I may not have any fees or expenses refunded.

2. Travel and Accommodation Arrangements

I am expected to adapt to differences in physical accommodations, which may be perceived as inconvenient or uncomfortable by U.S. standards. Changes in accommodations may be necessary, in the best interest of the Program, or the best interest of the University. The University does not represent or act as an agent for, and cannot control the acts or omissions of any host, travel, accommodation, tour, or other provider of goods or services related to the Program.

3. Financial Obligations

I shall be solely responsible for all financial obligations or liabilities that I may incur while I am a Guest of a Program participant, including living and transportation expenses.

5. Communication

I will provide the Study Abroad Office with an e-mail address and phone number at which I can be reached while abroad.

6. Independent Travel and Activities

Neither the University, nor any University employee, representative nor agent is responsible for any injuries, loss, or damage I may suffer when I am traveling with the Program. This limitation applies even if a faculty member or other University employee, representative, or agent accompanies me in independent travel or non-University-sponsored or -affiliated activity. If I lose contact or become detached from the Program group, I may, at my own expense, contact and rejoin the Program group. If I choose not to rejoin the group, I will inform the Faculty Director and the Study Abroad office.

7. Health and Medical Issues

Travel abroad may expose me to certain conditions, diseases or illnesses. I have been advised to acquire all the immunizations recommended by the U.S. Center for Disease Control and all other inoculations necessary for safe travel in the areas I am visiting. I will make reasonable efforts to

acquaint myself with health factors and issues endemic to these areas and to prepare myself accordingly.

I have been advised to consult with a medical doctor or comparable health care provider with regard to my personal health status and needs.

I am required to be enrolled in health insurance to cover my travel and study abroad activities. The University is not obligated to pay for any insurance, medical treatment, or hospital care during my participation in the Program. The University is not responsible for the quality of such treatment or care. I will be responsible for all my own medical costs (including transportation/evacuation and repatriation) not covered by my insurance. I will pay such costs in a timely manner.

If I am injured or become ill, the University or its agents may secure hospitalization and/or medical treatment for me and I shall be responsible for paying all expenses related thereto. The University or its agents may release my medical and other personal information to other persons who need this information to assist me in securing such treatment.

If I become sick or injured and lose contact with the Program group, I may, at my own expense, contact and rejoin the Program group. If I choose not to rejoin the group, I will inform the Faculty Director and the Study Abroad office.

8. Standards of Conduct

Each country has its own laws and regulations and has standards of acceptable conduct in the areas of dress, manners, morals, religion, social customs, politics, alcohol use, drug use and behavior. I recognize that behavior or conduct that violates those laws or standards could harm my health and safety, the health and safety of other Program participants, the Program's effectiveness or the University's relations with the countries in which the Program is located. I take full responsibility for my behavior and conduct.

I will make reasonable and good faith efforts to become informed of and comply with all laws, regulations, and standards for each country to or through which I will travel during my time abroad.

I agree to follow University policies, procedures, rules, standards and instruction at all times during my participation in the Program. I will comply with any supplemental rules or standards adopted by the University for the Program. The University may refuse to allow me to accompany or participate in the current or future Programs and related activities if I violate any policy, rule, regulation, or order of University employees or of any other lawful authority.

I will not use or possess narcotics or any other illegal substance while on the Program. Using or possessing such is cause for immediate disassociation from the Program, and may subject me to prosecution in the host country. The penalties for use or possession of illegal substances in other countries may be much more severe than in the United States. The University and its agents will not assist me if I violate host country laws or standards.

I agree to the responsible use of alcohol as outlined by the Study Abroad Office.

I have read, understand, have been given the opportunity to ask questions about, and agree to abide by [WMU Study Abroad's procedures](#) and any Program-specific materials I received from the University or its agents. I am responsible for all damages caused by my actions or conduct.

I understand that I am fully responsible for any criminal or legal matters that may arise. I also agree that I am responsible for any encounters that I have with any foreign government, law enforcement, or any individual. The University is not responsible for providing any assistance under such circumstances.

9. Indemnification, Acknowledgement of my Responsibility and Assumption of Risk

I fully understand that accompanying this Program may expose me to risks associated with foreign travel and participation in a program abroad. I assume responsibility for all risks associated with accompanying this Program, known and unknown, to my property, and me, and I am voluntarily participating in reliance upon my own judgment and knowledge of my experience and capabilities. I agree to release, hold harmless, and indemnify Western Michigan University, its trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, causes of action, or expenses, of any kind or nature whatsoever, arising from, proximately caused by, or in connection with:

- emergencies, accidents, illnesses, injuries or other consequences or events arising from my accompanying the Program,
- any cause, event or occurrence beyond the direct control of the University or its agents including, but not limited to, travel changes or interruptions, natural disasters, wars, civil disturbances, terrorist acts or the negligence of other persons, and
- events or occurrences caused by my behavior or conduct while traveling or participating in Program events.

There are safety risks and inherent dangers associated with the Program and travel incident thereto that no amount of care, caution, instruction or expertise can eliminate. The University is not responsible for any such risks, injuries, damages, or loss outside of its direct control. I am responsible for avoiding illegal, dangerous or unsafe activities, and for any injury or loss that may result from engaging in such activities.

This acknowledgement, hold harmless agreement, release, indemnification, and assumption of risk shall be binding on me, my heirs, my assigns, members of my family, my executors and administrators and my personal representatives.

10. Voluntary Acknowledgement

My agreement to the provisions herein is voluntary. Prior to signing this agreement, I was informed that I had the opportunity and right to ask questions and to consult with advisor, counselor or attorney of my choice.

11. Interpretation of Agreement

The laws of Michigan govern this agreement. Michigan shall be the forum for any lawsuit, hearings or adjudications filed under or incident to this agreement or to the Program. Should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of the agreement shall continue to be valid, enforceable, and binding.

I have carefully read, understand and fully agree with the statements and responsibilities outlined in this agreement. This agreement represents my complete understanding with the University concerning the University's or its agents' responsibility and liability for my accompanying the Program. This agreement supersedes any previous or contemporaneous understandings I may have had with the University or its agents, whether oral or written. I represent that I am at least eighteen years of age or, if not, my parent or guardian has signed this agreement on my behalf.

SIGNATURE OF GUEST:

In signing this document, I acknowledge that I, or my parent(s) or legal guardian(s), have read this entire document, have had an opportunity to ask questions, understand its terms, agree to the terms stated, am giving up substantial legal rights I might otherwise have, and have signed it knowingly and voluntarily. I certify that I am older than 18 years OR I have had my parent(s)/legal guardian(s) sign below.

Signature of Guest	Date
Typed or Printed Name	Address
E-mail	City, State, Zip
Signature of Parent/Legal Guardian	Date
Relationship to Guest	
Typed or Printed Name	Address
E-mail	City, State, Zip

