Statement of Responsibility for Study Abroad

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

In consideration for being permitted to participate in the Study Abroad Program for which I have been accepted (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 participating in a study abroad Program, including living and transportation expenses.

   I have reviewed the Withdrawal and Refund procedures, and I agree to abide by these policies. After accepting a placement in a program, I understand I will be charged a non-refundable Program Commitment Fee.

   Events and circumstances beyond WMU’s control may require fee adjustment at the time of Program commencement or at the time of receipt of billing for services provided. I am financially responsible for such changes. However, if fees increase by more than 20%, I may withdraw from the Program with no cancellation fees.

   I agree to remain enrolled full time during my study abroad experience. I understand that I may be required to repay part or all of my financial aid immediately if I drop below full-time status at any time during the term of the Program.

   I understand while some financial aid may be available for my study abroad experience, I might need additional funds to cover costs that exceed tuition and Program fees. Disbursement of financial aid may not coincide with the start date of the Program. I acknowledge that I have sufficient personal funds, or have already been awarded sufficient financial aid, to support my participation in the Program, including the costs associated with airfare and living expenses.

4. **Withdrawal or Dismissal**
I will provide written, dated, and signed notification to WMU Study Abroad if I decide to withdraw from the Program after committing. I agree to be subject to additional fees based upon the timing and amount of notice.
of withdrawal that I provide to WMU Study Abroad.

After departure, I shall be solely responsible for any and all costs arising out of my voluntary or involuntary withdrawal or dismissal from the Program for any reason.

If I am expelled from the Program, I will be sent home at my own expense with no refund of fees or expenses. Expulsion from the Program may also include failure of courses, and I may be subject to further disciplinary, civil and/or criminal action upon my return to the country or the University.

5. Communication
Maintaining contact with program leaders, University officials and other program participants is important for safety, health and emergency purposes. Program staff and University officials will primarily use the University email system to communicate with me regarding the Program and while I am abroad. I will check my official University email account often during the Program, but no less than once a week. If University e-mail is not accessible while I am abroad, I will inform the Study Abroad Office of that fact and establish an alternate means of communication. I will provide the Study Abroad Office with a 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 independently or am otherwise separated or absent from 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 will, at my own expense, contact and rejoin the Program group.

In the event that I undertake independent travel during, immediately before, or immediately after the Program dates, I will update my itinerary with the Study Abroad Office and provide a copy, with revised emergency contact information, to my Program’s faculty director or other on-site University representative.

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 will make an appointment to be seen at the Sindecuse Health Center International Travel Clinic or by another health care professional at least six weeks prior to departure to discuss any required or recommended immunizations and vaccinations. 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 through the University’s vendor to cover my travel and study abroad activities. The University is not obligated to pay for any 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. Insurance coverage prior to and following the official Program dates is my own responsibility.

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 will, at my own expense, contact and rejoin the Program group.

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 regardless of whether I am under the direct supervision of the University, University employees, agents, or Program officials.

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 am subject to University policies, procedures, rules, standards and instruction, including the WMU Student Code of Conduct, 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 expel me from the Program and related activities for violating 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 expulsion 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 recognize that, due to the circumstances of foreign travel and foreign study programs, a due process hearing may not be practicable or available until after the trip or Program has ended and I have returned to the United States. I explicitly waive any claims based on alleged inadequate procedural rights.

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

I must reside in the housing location designated by the program, if relevant. Students must abide by host program or host family’s policy pertaining to house guests and obtain permission to host overnight guests in their housing.

Acceptance to the Program is conditional upon my remaining in good standing with the University for the academic term prior to participation in the Program.

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 have been advised to share those materials with my parent/legal guardian/next of kin. I also agree that I have informed my parent/legal guardian/next of kin that I will be participating in the Program.

I agree that the University has the right to enforce all of the standards of conduct, rules and regulations described above and in any other materials provided or available to me. If disciplinary action is necessary, the Program director and the Study Abroad Office will use their discretion regarding what interim disciplinary action to take, including removing me from the Program and sending me back to the United States. 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 this Program will expose me to risks associated with foreign travel and participation in a program abroad. I assume responsibility for all risks associated with 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 participation in 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 the Program.

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 the 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 participation in 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.

Approved by WMU general counsel May, 2018.