

KENT STATE UNIVERSITY
OFFICE OF GLOBAL EDUCATION WAIVER OF RESPONSIBILITY

INTRODUCTION. Kent State University's study abroad programs are unique opportunities for students to study or travel. Because we understandably cannot assume responsibility for the various common carriers and other agencies that are in different ways connected with our programs, we ask that you adhere to the following terms and conditions of participation.

AGREEMENT/RELEASE. I, the undersigned, or my parent or guardian if I am a minor, an applicant for participation in a study abroad program of the Office of Global Education (hereinafter referred to as the "OGE"), in consideration for being allowed to participate in this activity, indemnify and agree to hold harmless Kent State University, it's Board of Trustees, OGE, agents, officers, and employees, and volunteers for any and all direct, indirect, special or consequential damages, which it may incur or otherwise be held liable for as a result of my participation in the program, even if due to the negligence of any of the above named parties. I also understand that the Kent State University does not represent or serve as an agent and thus cannot control the acts or omissions of host institutions, transportation carriers or other third parties and thus is not responsible for the actions of any third-parties. Furthermore:

1. I understand and acknowledge that Kent State University, it's Board of Trustees, OGE, agents, officers, and employees, and volunteers will make all reasonable efforts to assure my safety while participating in the program and that there are unavoidable risks in travel overseas. I also understand the possible dangers inherent in travel, including the possibility of terrorism, hijacking, kidnapping, or death, and assume any and all risks attendant to the program. I fully release the University, its employees and agents from any liability for such decisions or actions as may be taken in connection therewith. If I am totally incapacitated at any time during the program as the result of injury, I authorize the OGE and its agents without limitation to secure medical treatment for me, at my own expense. In the event of an emergency, I also give OGE permission to contact the emergency contact provided for in this agreement.
2. I understand that as a visitor to another locality, I will be subject to the laws of that locality. I agree to conduct myself in a manner that will comply with the regulations of the locality as well as those of Kent State University including but not limited to the Student Conduct Code. I understand that the OGE shall have the right to enforce appropriate standards of conduct and that it shall have full authority and sole discretion to terminate my participation in the OGE program for failure to comply with the rules, standards, and instructions. Upon termination of my participation in the program for any reason, whether voluntary or involuntary, I agree to return home immediately and assume all costs for my return trip home.
3. I agree to be solely responsible for any financial liability or obligation that I personally incur or for any injury or damage to person or property of others that I cause while in the program.
4. I understand that activities or independent travel conducted when I have free time before, during, or after the program, I shall be unsupervised. I agree that Kent State University, it's Board of Trustees, OGE, agents, officers, and employees, and volunteers shall have no responsibility or liability for any injury, damage or loss suffered by me during such periods of independent activity or travel, and this waiver and release shall remain in full force and effect during such times. I further agree that if I am detached from the group or fail to meet a departure bus or train, that I will bear all financial responsibility in reaching the program site.
5. I understand that, although the University will attempt to maintain the program as described in its web sites, 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 neither Kent State University, it's Board of Trustees, OGE, agents, officers, and employees shall be responsible or liable for any expenses or losses that I may sustain because of these changes.

6. I understand that the OGE may cancel programs due to an insufficient number of participants or otherwise, and may alter programs, itineraries, and departure dates, and/or substitute airlines and equipment as OGE may determine in its sole discretion. I understand that OGE has no control, including changes in currency exchange rates, curricula, inflation of other basic costs, or strikes, revolutions, acts of war or terror, or government regulations. Program price increases due to such changes in the OGE's basic costs do not constitute grounds for withdrawal with refund.
7. I understand that from time to time the OGE's printed and publicity materials may include statements by its student participants and/or their photographs and/or statements of their home university and major field of study; I consent to such use of my comments, photographic likeness, and aforementioned data in such materials.
8. 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.

I further understand that the laws of the State of Ohio shall govern this agreement. I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.

I understand that the University does not carry insurance for me on my behalf. I certify that I have health and hospitalization insurance which is applicable abroad.

By signing below I affirm that I have read this agreement and understand its terms and conditions.

Signature of Applicant

Date

PARENTAL CONSENT (if participant under the age of 18)

I certify that I am the parent or legal guardian of the above minor applicant, that I have read the foregoing agreement/release and all other applicable brochures, circulars, and memoranda, and that I agree fully to be bound thereby.

Parent/Guardian (if student is a minor)

Date

PARTY TO BE NOTIFIED IN CASE OF AN EMERGENCY

Name: _____

Relationship: _____

Phone: (Home) _____ (Work) _____

Address: _____

Email: _____