



## **JANUARY TERM STUDY ABROAD/AWAY PARTICIPATION AGREEMENT**

I have agreed to participate in a Study Away or Abroad Program offered by Loras College. My participation in this program is wholly voluntary. In consideration of being allowed to participate in this program, I hereby state and agree as follows:

### **1. TUITION AND FEES**

- A. I understand that I, along with my parents or guardian, am responsible for my account and will be billed through the Loras College Business Office in the usual manner.
- B. In addition to tuition and fees, I understand that I will incur additional expenses as a participant in the program and that I, along with my parents or guardian, will be responsible for any and all additional costs. Examples of such costs are: domestic and international air and ground travel, medical insurance, bank charges, wire service fees, books, personal expenses, fees for passport and identification card, vaccinations, and other expenses relating to living and traveling abroad.

### **2. STANDARDS FOR CONDUCT**

- A. Loras College, through its official representatives, including, but not limited to, a program director, has the authority to establish and enforce rules of conduct necessary for the operation of the program during the entire period of the program, including free time. The illegal use of drugs and/or alcohol at any time, including free time or independent activity, is strictly prohibited. Should an official representative of Loras College decide that a participant must be dismissed from the program because of violation of any stated rules, for disruptive behavior or for any conduct that might bring the program into disrepute or its participants into legal jeopardy, that decision will be final. Dismissal from the program will result in the loss of all academic credit for the program and a grade of "W" will be posted for the course. Persons dismissed from the program will remain responsible for all program costs incurred on their behalf and any additional costs resulting from their dismissal and early departure. No refunds will be given.
- B. I understand that each state and foreign country has laws and standards of acceptable conduct including dress, manners, morals, politics, drug and alcohol use, and behavior. I recognize that behavior which violates those laws or standards could harm the relations of Loras College with those states and 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 state or country to or through which I will travel during the program. In particular, I understand that the possession, use of, or association with illegal drugs or public drunkenness may subject me to severe legal penalties.
- C. I will attend to any legal problems I encounter including those with any foreign nationals or government. Loras College is not responsible for providing any assistance under such

circumstances. In most cases, the United States government will also not offer assistance.

- D. I understand that these courses are not staffed in order to provide round-the-clock supervision of students. Participants must take responsibility for their own behavior, their own safety, and the consequences of their actions, especially if they fail to follow the best advice of faculty, staff, and on-site travel providers and personnel.
- E. I understand that Faculty directors and Loras College staff have the authority to establish and enforce expectations for the smooth functioning of the course. These may seem to intrude upon individual preferences at times, but are necessary to move in an unfamiliar culture or setting with a large group on a tight time schedule. I have elected to participate in this course knowing that I need to be flexible, and have discussed my special needs with the course instructor.

### **3. Loras College Study Away Alcohol Policy**

I understand that while off-campus with a Study Away course, I am part of a Loras College Program. I understand that my age does not mean that I am entitled to drink, and that even if I am of legal drinking age in Iowa or in course destinations, I may be subject to discipline and/or dismissal from the college due to prohibited or inappropriate use of alcohol.

I understand that in most cases, drinking will be prohibited or discouraged for the duration of January Term. Moreover, I understand that even if permitted, drinking must be moderate. Moderate is defined by the National Institute of Health as follows: for most adults this is up to two drinks per day for men and one drink per day for women and older people. (One drink equals one 12-ounce bottle of beer or wine cooler, one 5-ounce glass of wine, or 1.5 ounces of 80-proof distilled spirits.)

I understand the Loras College Study Away Alcohol policy which states:

- A. Students are expected to abide by the legal drinking age limits established by the local laws of the host country, as well as whatever limits have been established by group leaders.
- B. Students are expected to be positive representatives of the College, their country and their family.
- C. Students are expected to abide by the Loras College student Code of Conduct at all times while on Loras College study away programs.

#### **Explanation of the Study Away Alcohol Policy**

- D. Although some students are of legal age in the United States and students are of legal age to consume alcohol in most foreign countries, this legal status does not guarantee students on Loras programs abroad the right to consume alcohol. Group leaders may further limit or ban alcohol consumption any time.
- E. This policy does not give students license to exhibit inappropriate behavior. Students are responsible for exhibiting appropriate behavior at all times during trips, including free time.

- F. Behavior that breaches the student Code of Conduct may be subject to disciplinary action both abroad and when the student returns to campus, even if a student is of legal drinking age in Iowa or the location where the incidents occurred.
- G. It is the responsibility of each student to be knowledgeable about and obey the Loras College Study Away Policies, as well as the national and local laws of the places they will visit.

#### **4. RISK OF STUDY AWAY**

I understand that participation in the program involves risks not found in study at Loras College. These include risks involved in travelling to and from campus; foreign, political, legal, social and economic conditions; terrorism, different standards of design, safety and maintenance of buildings, public places and conveyances; and local medical and weather conditions. I have made my own investigation and am willing to accept these risks.

#### **5. INDEPENDENT ACTIVITY**

Independent travel is prohibited in connection with January term trips. I understand that if I choose to travel independently before, after, or during my free time in the program, such travel will be unsupervised by Loras College's agents or employees and that I travel at my own risk and expense. I understand that Loras College is not responsible for any injury or loss that I may suffer while I am traveling independently or otherwise separated or absent from any program-sponsored activities. I agree to inform Loras College of such travel plans.

#### **6. PROGRAM REQUIREMENTS AND CHANGES**

- A. I understand and agree to participate in all program requirements and that failure to do so will result in grade reductions, including the possibility of course failure.
- B. Loras College has the right to make cancellations, substitutions or changes to the program or any aspect of the program, at any time because of emergency, changed conditions, or whenever the program director determines that such changes, substitutions or cancellations are in the best interests of the program or its participants. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, accommodations, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the program group, fail to timely arrive for any departure, or become sick or injured, I will, at my own expense, seek out, contact and reach the program group at its next available destination.

#### **7. INSTITUTIONAL ARRANGEMENTS**

I understand that Loras College does not represent or act as an agent for, cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods and services involved in the program. I understand that Loras College is not responsible for the acts or omissions of any of the foregoing and I hereby release Loras College from any injury, loss, damage, accident, delay or expense arising out of such acts or omissions.

## 8. HEALTH AND SAFETY

- A. I have consulted with a medical doctor with regard to my personal medical needs, both physical and psychological. There are no health-related reasons or problems which preclude or restrict my participation in this program.
- B. I understand that many psychological and health issues can be exacerbated while travelling, especially in a foreign context. I will be required to submit a medical information form prior to departure. I understand that the Study Abroad office and course faculty do not have access to health records in the Health Center or Counseling Center. I understand that living in another culture can worsen eating disorders, anxiety disorders, and other psychological disorders. These are very serious conditions with broad health implications that must be given special consideration. Students in study away courses will be forced out of their daily routine. Individuals who suffer from psychological disorders often deny the severity and impact of their condition and are unrealistic about their ability to deal with the problem in all situations. While denial may be possible for someone living in her or his home environment, it will not work in another culture where friends, family, doctors, and counselors who understand the disorder and tolerate its outcome are no longer present.
- C. I understand that students who choose to participate in an off-campus or study abroad program and suffer symptoms of a psychological disorder may be hospitalized or sent home from the program at the discretion of trip organizers, will not receive academic credit for the term and will be responsible for resulting travel expenses in addition to the course costs.
- D. I understand that for some study away courses, Loras College includes supplemental medical insurance, but otherwise all coverage is my personal responsibility. Pre-existing conditions are not covered. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the program that may not be covered by this insurance. I recognize that Loras College is not obligated to attend to any of my medical or medication needs, and that I assume all risk and responsibility. If I require medical treatment or hospital care off campus or in a foreign country or in the United States during the program, Loras College is not responsible for the costs or quality of such treatment or care. Assistance of Loras College employees and agents to get a student to a hospital does not indicate any endorsement of institution or the quality of care provided.
- E. I agree that Loras College may take whatever action is deemed necessary with respect to my health and safety. In the event that I am unable to make decisions relative to my immediate medical condition, I authorize Loras College to place me, at their discretion and without any further consent, in a hospital or in the care of health care provider for services and treatment. If necessary, I authorize Loras College to make arrangements for my transport back to the United States for healthcare. I agree that I, along with my parents or guardian, will be fully responsible for any and all expenses, including transportation costs, associated with or in any way related to such actions.

## **9. WITHDRAWAL FROM THE PROGRAM**

If I wish to withdraw from the program, I understand that I must notify the faculty director in writing. I further understand that a refund will be approved only if Loras College can recover costs associated with my participation in the course and only for severe personal, medical, or emotional hardship, and I agree to furnish any documentation required by Loras College to assist in determining my eligibility for a refund. I understand that any financial assistance will be adjusted according to Federal and institutional policies.

## **10. AUTHORIZATION**

I grant Loras College permission to reproduce and use for educational purposes all photographs, videos, movies or sound recordings taken of me during the time that I participate in the program.

## **11. ASSUMPTION OF RISK, RELEASE OF CLAIMS AND INDEMNIFICATION AGREEMENT.**

- A. Knowing the risks described above, and in consideration of being permitted to participate in the program, I agree, on behalf of myself, my family, heirs and personal representatives, to assume all the risk and responsibility surrounding my participation in the program.
- B. I, individually, and on behalf of my heirs, successors, and personal representatives, hereby release, acquit and forever discharge Loras College, any associated institutions or organizations, and their respective employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses, injuries (including death) I sustain to my person or property or both, including but not limited to any present or future claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney's fees, which arise out of, result from, occur during or are connected in any manner with my participation in the program and/or any travel incident thereto.
- C. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Loras College, any associated institutions or organizations, and their employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney's fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney's fees, which arise out of, occur during, or are in any way connected with my participation in the program or any travel incident thereto.

## **12. SEVERABILITY**

It is understood and agreed that if any provision of this Agreement is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are deemed severable.

**13. CHOICE OF LAW**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Iowa.

**14. ENTIRE AGREEMENT**

This Agreement is the only, sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any other party to any other, or relied upon, and no consideration has been offered or promised other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

I have carefully read this Agreement before signing it. 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 advisor, counselor or attorney of my choice.

**INDICATION OF ACCEPTANCE**

CAUTION—SIGNING YOUR APPLICATION IS A RELEASE OF LEGAL RIGHTS,  
READ AND UNDERSTAND BEFORE SIGNING.

Name: \_\_\_\_\_ Date: \_\_\_\_\_