

## LORAS COLLEGE STUDY AWAY/ABROAD PARTICIPATION AGREEMENT for STUDENTS

I have agreed to participate on 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. FEES

- A. I understand that I am responsible for my account and will be billed through the Loras College Business Office in the usual manner (when applicable).
- B. In addition to course fee and possible audit charges, I understand that I may incur additional expenses as a participant in the program and that I will be responsible for any and all additional costs. Examples of such costs are: domestic and air and ground travel, medical insurance, wire service fees, books, personal expenses, fees for passport and visa, vaccinations, and other expenses relating to living and traveling away.
- C. Should Loras College or a partner host institution cancel a course/program due to unforeseen circumstances, students deposit and subsequent payment(s) may be returned to the extent that expenses may be recovered from outside organizations.

### 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 course during the entire period of the term, 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 course 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 course will result in the loss of all academic credit for the term. Persons dismissed from the program will remain responsible for all 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 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 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 participants. 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 program leaders 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 the time, 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-travel course, I am part of Loras January Term 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. Even where drinking is permitted by Loras College, the Course Instructor, and local laws, it is essential to be sure that it does not endanger students or others we come in contact with or impede full participation in the course as stipulated by the Loras' Code of Conduct.

Further, 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 study away programs, 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 a Loras College January Term program involves risks not found in study at Loras College. These include risks involved in traveling to and from campus; foreign, political, legal, social, and economic conditions; terrorism; natural disaster; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical conditions; and weather conditions. The U.S. State Department provides a website ([www.travel.state.gov](http://www.travel.state.gov)) to provide country specific information regarding safety, security, crime rates, travel alerts, judicial system, health care systems, and emergency contact telephone numbers. I have made my own investigation and am willing to accept these risks.

I understand that if my chosen study-travel course is traveling abroad that I should register my travel through the Smart Traveler Enrollment Program (STEP) <https://step.state.gov/step/>. This is a free service provided by the U.S. Government to U.S. Citizens who are traveling to, or living in, a foreign country. STEP allows one to enter information about an upcoming trip abroad so that the Department of State can better assist in an emergency.

I understand that Loras College adheres to the guidelines published by the Iowa Department of Public Health, Centers for Disease Controls and Prevention, U.S. Department of State, and the World Health Organization. Should travel warnings or restrictions have impact on my chosen study away location(s), Loras College program leaders will work with college administration and program partners to develop a course of action for a safe return home.

**5. INDEPENDENT ACTIVITY**

Independent travel is prohibited in connection with study away/abroad courses and programs. 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 in advance of such travel plans.

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

- A. I understand and agree to participate in all course 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 course or any aspect of the program, at any time because of emergency, changed conditions, or whenever the course instructor 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, 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 traveling, 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 his or her home environment, it will not work in another culture where friends, family, doctors, and counselors who understand the disorder and tolerate its outcomes are no longer present.

- C. I understand that students who choose to participate in an off-campus or study away/abroad program and suffer symptoms of a psychological disorder may be hospitalized or sent home from the program at the discretion of the course organizers, may 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 international courses, Loras College includes supplemental medical insurance, coverage in addition to a student's primary insurance . 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 the 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 of 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 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.
- F. If an event would occur requiring the return of students and faculty away/abroad, Loras College will work with partner organizations and providers to facilitate a quick and safe return.

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

If I wish to withdraw from the program, I understand that I must notify Loras College in writing. I further understand that a full or partial refund may be approved only for severe personal, medical, or emotional hardship, and I agree to furnish any documentation required by the program director 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 course.
- B. I, individually, and on behalf of my heirs, successors, assigns 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.