



**Statement of Responsibility, Fitness, Release and Authorization to Participate in Study Abroad Programs**

Please sign this sign Agreement and return with your application to the following: The University of Tulsa College of Law, ATTN: Study Abroad Programs, 3120 East Fourth Place, Tulsa, Oklahoma 74104, or fax to (918) 631-2194.

I, \_\_\_\_\_, (print name), desire to participate in the Dublin Study Abroad Program (Program) sponsored by The University of Tulsa College of Law, which is part of The University of Tulsa (referred to herein collectively as TU). My participation in this program is completely voluntary. If and/or when I am offered and accept a place in the above-named study abroad program, in consideration of being allowed to participate in this Program, I agree as follows:

1. PROGRAM

A. I understand and agree that I will turn in all program materials, forms and payments by the due dates and attend all orientation sessions.

B. I understand that this is an academic program and I agree to attend every class session, comply with the class participation requirements set by each instructor, complete all assigned work, and take all examinations. I realize that noncompliance with these requirements may result in a poor or failing grade and/or subject me to disciplinary action.

C. I understand that it is a program-wide policy that a student in this program will be withdrawn from any course in which the student is absent for more than 20% of the class periods, i.e., more than two classes in a one credit course and more than four classes in a two credit course. I understand that to be counted as present, a student must be present for the entire class period. I understand that if a student is withdrawn from a course on the basis of poor attendance, the student will receive no credit or tuition refund for the course. The Executive Director of the Program, in his or her sole discretion, may substitute an option of additional or make-up course work if all absences are due to extraordinary circumstances beyond the student's control, such as serious illness or a death in the family. I understand that any absences that do not result in withdrawal from a class may still negatively affect the grade received for that class.

D. I agree to abide by the tuition and fee schedule set by TU for this Program. I understand that all deposits are nonrefundable, unless TU in its sole discretion should decide not to accept me into the program, or unless a refund is due pursuant to paragraph 1.E. I understand that the tuition charged for the program will remain the same regardless of the number of credit hours in which I enroll in the program. I acknowledge that any attempt to withdraw from the program on or after the date that the program starts will not discharge my obligation to pay tuition and fees for the program, except in the circumstances described in paragraph 1.E. If I withdraw from this Program before it starts, the effective date of withdrawal and cancellation will be the date when my written notice of withdrawal is received by the TU College of Law Office of Study Abroad. I understand that I am obligated to pay tuition by 5:00 p.m. of the first day of Program classes; if I have entered into a payment plan with TU, that plan must be in effect as of 5:00 p.m. of the first day of Program classes.

E. I understand that TU reserves the right to cancel, discontinue, change or make substitutions to the Program at any time and for any reason and that TU will not be liable for any losses to program participants as a result of such cancellations, changes or substitutions. In particular, I understand that TU has the right to cancel and/or discontinue the program due to under-enrollment or in the event of hostile activity, acts of war or terrorism, acts of God, or social or civil unrest in the country in which the program will be conducted. In the event of cancellation, applicants who have paid a deposit will be notified immediately. The Program Director will use her best efforts to assist enrolled students to attend a similar program if desired.

I understand that if changes are made in the course offerings or other significant aspects of the program, those changes will be communicated promptly to any student who has registered, paid a deposit, or is participating in the program. I understand that students affected by the modification will be provided with an opportunity to withdraw from the program upon request.

If prior to commencement or during the course of the program, a U.S. State Department Travel Warning or Alert covering program dates and destinations is issued for the country in which the program will be conducted, I understand that TU may choose to cancel the program. In the event TU does not cancel the program, I understand that all registrants or students participating in the program will be promptly notified of the Travel Warning or Alert and given an opportunity to withdraw from the program.

I understand that if I withdraw prior to commencement of the program due to a change in course offerings or other significant aspect of the program or due to the issuance of a Travel Warning or Alert, or if the program is canceled by TU prior to its commencement, I will receive a full refund of all money advanced to the University of Tulsa, including the application fee, within twenty days after the withdrawal or cancellation. If I withdraw for any of these reasons or if the program is canceled during the course of the program, I will receive a full refund of all money paid to the University of Tulsa, with the exception of any housing payments for housing I have utilized prior to the date of the withdrawal or cancellation.

F. I agree that if I require an accommodation due to disability and/or religious observances to fully participate in the Program, I will follow (or have already followed) the proper procedures for reasonable advance notice, assessment and consideration of reasonable accommodation by the necessary TU parties prior to departure. I understand that TU may not be able to provide certain accommodations abroad even if it could do so on campus.

G. I hereby grant TU the irrevocable and unrestricted right to use and publish photographs of the locations and participants in the Program, in which I may or may not be included, for editorial trade, advertising and any other purpose and in any manner and medium, and to alter the same without restriction. I hereby release photographers and their legal representatives and assigns from all claims and liability relating to said photographs.

H. I understand that TU reserves the right to substitute accommodations or housing of a similar category at any time.

## 2. STANDARDS OF CONDUCT

A. I acknowledge that TU has the authority to establish rules and guidelines necessary for the operation of its overseas programs. I understand that the host institutions may have additional policies, rules, or guidelines to which I will be subject and regarding which I agree to abide. I also agree to abide by TU's student conduct policies and regulations, including The University of Tulsa College of Law Honor Code (Code), which I received with Program application materials (attached), as well as the directions of the Program Director and his or her designees, including Program faculty. I agree to act responsibly and appropriately at all times. I understand that the Program Director and his or her designees have the right to enforce appropriate standards of behavior and that I may be dismissed from the Program at any time for failure to comply with such standards. I accept termination of my participation in the program by TU, at the sole discretion of TU's agents and representatives, if I fail to maintain acceptable standards of conduct, disrupt the Program or bring the Program into disrepute, or impede the operation of the Program or the rights or welfare of any person, including but not limited to my own welfare.

B. I understand that, while United States nationals are under the protection of a United States passport, certain acts will place me beyond this protection. I understand that, as a visitor in a foreign country, I will be subject to the laws of that country. I agree to comply with those laws as well as any rules or policies of the host institution. I understand that being charged with any infraction of the laws of the host country is grounds for immediate removal from the Program. In addition, I understand that should I have any legal problems in the host country, I will be responsible for legal costs incurred as a result. TU cannot provide legal counsel in such circumstances. I further understand that any student possessing, using or associated with illegal drugs will be immediately dismissed from the Program, regardless of whether the student has been charged with an infraction of the law.

C. I understand that there are behavioral and cultural differences from country to country and that I should be sensitive to these differences and adjust my dress and conduct accordingly. I will conduct myself with awareness that standards in the particular country may be markedly different from standards to which I am accustomed. I will take appropriate steps to familiarize myself with laws, standards and customs as necessary so I act to reflect well on myself and TU during the course of my travels related to the Program. I recognize that behavior which violates the laws or standards of a foreign country could harm my own or others' health, safety and welfare and TU's relations with those countries and institutions. Some examples of inappropriate conduct, but not a complete listing, include rude and obnoxious behavior due to excessive drinking and shouting or other loud expressions late at night, particularly near student or residential housing.

D. I acknowledge and understand that, while I am a Participant, I am responsible for my own behavior and any legal or financial consequences of my behavior.

E. I understand that if my participation in the Program is terminated by the Program Director or his or her designees, I will be sent home with no refund of tuition or fees. I understand that in the event of my termination from the program, I am fully responsible for my transportation and any other costs associated with my return home and I may be referred to the appropriate TU officials for further disciplinary or other action. In addition, I understand if I am dismissed from the Program before its formal completion, I will not be eligible for any academic credit I might have earned. If I disagree with a decision to terminate me from the Program, I may address it in the proper TU forum once I return to the TU campus or to my host school.

### 3. HEALTH and SAFETY

A. I understand and acknowledge that there are inherent health and safety risks associated with living and studying abroad, and I agree I am personally responsible for obtaining all health information, medical procedures, immunizations, and medications appropriate to my study abroad program for my personal well being.

B. I understand that TU requires me to purchase health insurance for students studying abroad through Cultural Insurance Services International for coverage during my participation in the program. I understand that TU encourages me to have appropriate insurance coverage for the entire time I am abroad, even during independent travel before and after the program period. I also understand that TU recommends Program Participants purchase the International Student Identity Card for minimum insurance coverage. I understand that I am responsible for ensuring that I am adequately covered by health and accident insurance while abroad, including periods before, during, and after the duration of the Program. Evidence of emergency contact information and any information I want TU to have about me regarding coverage for accident, illness, hospitalization, accidental death and dismemberment, emergency medical evacuation, and repatriation is attached to this agreement, or has been provided to the TU Director of Study Abroad.

C. I authorize TU and its employees, agents and representatives to act in any way in an attempt to safeguard and preserve my health and safety during my participation in the Program, including disclosing information to those listed as emergency contacts by me and/or those whom TU and its employees deem necessary for the provision of medical care and/or other relevant assistance, authorizing medical treatment on my behalf and at my expense, and returning me to the United States at my own expense for medical treatment if necessary or desirable.

D. I agree to report to the TU Director of Study Abroad any physical or mental condition I have that may require special medical attention or accommodation while abroad, as soon as I become aware of such condition.

E. I agree that I will be fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care. I recognize that TU is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care in a foreign country or in the United States before, after, or during the Program, TU is not responsible for the cost or quality of such treatment or care.

F. I agree to keep my Program emergency contact card with me throughout the duration of the Program. At all times during my travel with the Program, I agree to be in possession of a valid United States passport, and if I am not a United States citizen, to carry a valid foreign passport or official travel document and any visas or other immigration documents required for entry into a foreign country and re-entry into the United States.

G. If I become detached from the Program group on any Program excursion, fail to meet a departure vehicle or other mode of transportation, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

H. I certify that I have received and have read the most recent *Worldwide Caution* and *Consular Information Sheets* from the U.S. Department of State for the foreign countries I plan to visit.

I. I understand that activities or independent travel conducted when I have free time before, during, or after the Program will be unsupervised by TU, its employees, agents or representatives. I agree that TU, its employees, agents or representatives have no responsibility or liability for injury, damage or loss suffered by me during such periods of independent activity or travel, and this Release shall remain in full force and effect during such independent activities. I agree that if I become detached from any group with which I am traveling or am unable to remain with the group for any reason, I will bear all responsibility and costs incurred to seek out, contact and reach the group at its next available destination or to return to the host institution if applicable during the term of the Program.

J. If I travel outside the Program's host city, I agree to provide a travel itinerary to the Program Director prior to such travel. If for any reason I am unable to return to the host city according to my itinerary, I further agree to make my best efforts to contact the Program Director and, if unable to reach the Director, to notify my emergency contacts of my location and to ask them to contact the Program Director.

K. I understand that TU discourages me from driving an automobile or motorcycle while abroad. I understand that deteriorating roads, hairpin curves with no guard rails, inadequate signs and lighting, disregard for traffic laws, and poorly maintained vehicles can be common abroad. I further understand that I am responsible for all risks, liabilities, injuries, damages, or losses associated with operating a vehicle in a foreign country. I am responsible for determining and complying with all regulations pertaining to operating a motor vehicle in a foreign country.

#### 4. ASSUMPTION OF RISK AND RELEASE OF CLAIMS

A. I hereby acknowledge that my participation in the Program may expose me to risk of property damage and bodily or personal injury, including death. I understand that the risks I may encounter include by way of example: airplane crashes, motor vehicle accidents, terrorist incidents, cuts, bruises, broken bones, political unrest, strikes, acts of God, sickness, and criminal acts as well as any other risks that may or may not be foreseeable. I understand and voluntarily assume any and all risks of participation in the above named study abroad program. I acknowledge that I am responsible to act reasonably and prudently with respect to matters of personal health and safety.

B. I understand that TU does not represent nor act as an agent for, and cannot control the acts or omissions of, any host institution, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that TU is not responsible for matters that are beyond its control. I hereby release TU from any injury, loss, damage, accident, delay or expense arising out of any such matters.

C. I understand and acknowledge that TU assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of TU, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carrier or other circumstances beyond TU's control, with or without notice, or for any additional expenses occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, TU will not be responsible for my hotel transfers, meal costs or other expenses. My baggage and personal property is at my risk entirely. The right is reserved by TU, in its sole discretion, to cancel the

Program or any aspect thereof after departure, requiring that all Participants return to the United States, if TU determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued.

KNOWING THE RISKS DESCRIBED ABOVE, and in consideration of TU's arranging for my participation in the Program, individually and on behalf of any family, heirs, assigns, and personal representative(s), to the maximum extent permitted by law, I HEREBY ASSUME THESE RISKS AND RELEASE, WAIVE, AND FOREVER DISCHARGE TU, the Board of Trustees of the University of Tulsa, their members individually, and their officers, trustees, agents and employees (the "Releasees") from liability for any and all harm, injury, claims, demands, rights, causes of action, costs, and expenses of whatever kind, arising from or by reason of any loss, damage, or injury sustained by me or caused to my property, or the consequences hereof resulting from or in any way connected with my participation in the Program.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. The parties agree that they will make good faith efforts to settle by mediation any disputes that might result under or from this Agreement. The mediator will be selected by mutual agreement of the parties; the mediation will be held in Tulsa, Oklahoma. Any litigation regarding this Agreement or the Program must be brought in a court of competent jurisdiction in the County of Tulsa, State of Oklahoma. The terms of this Agreement shall be severable, such that if a court holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

**I hereby acknowledge that I am 18 years of age or older and that I have read, understand and will abide by each of the terms and conditions of this Agreement.**

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Signature of Participant

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Date

**FITNESS FOR TRAVEL - Student Release**

As a Study Abroad participant, I understand that it is my responsibility to determine whether I am both physically and mentally able to participate in my chosen Study Abroad program. I have thoroughly reviewed the requirements of the program, including the Code of Conduct, and I have had the opportunity to discuss any concerns I might have with the staff of the Study Abroad Office. I have been encouraged to meet with my healthcare provider(s) and to discuss any issues which could impact my physical or mental fitness for participation in my Study Abroad program. I understand that, should I develop a physical or mental condition during Study Abroad that renders me unfit for program participation, I may be removed from the program at the discretion of the program organizers and/or operators. I further understand that, while the Study Abroad staff will make every effort to assist me in locating healthcare resources while abroad, it is my sole responsibility to identify my healthcare needs and to obtain assistance if it is needed.

**I have read the above information thoroughly and declare that I am both physically and mentally fit to travel and to participate in the Study Abroad program through the University of Tulsa College of Law.**

\_\_\_\_\_  
Student Name (Printed)

\_\_\_\_\_  
Address (Local)

\_\_\_\_\_  
Address (Permanent)

\_\_\_\_\_  
Telephone (Local)

\_\_\_\_\_  
Telephone (Permanent)

\_\_\_\_\_  
E-mail address

**Emergency Contact Information:**

Name\_\_\_\_\_

Relationship to Study Abroad Participant\_\_\_\_\_

Telephone\_\_\_\_\_

Email\_\_\_\_\_