

**Colby-Sawyer College Global Beginnings  
Travel Conduct and Waiver of Liability Agreement**

This Agreement is signed by \_\_\_\_\_,  
semester/year \_\_\_\_\_ whose address is \_\_\_\_\_,

hereinafter referred to as the "Participant", and if Participant is of minority legal age, signed also by Participant's Parent or Guardian. All references in this Agreement to Colby-Sawyer College include Colby-Sawyer College trustees, officers, employees, and agents.

**Participant's Desire to Participate in the Activity**

Participant is a student at Colby-Sawyer College and (check the box that applies, indicate the foreign country or countries of destination, hereinafter referred to as "foreign country", whether single or multiple countries):

- Is participating in the Colby-Sawyer College Global Beginnings study abroad program through the American Institute for Foreign Study (AIFS) and will be studying in **Florence, Italy** from September 1, 2010 – December 7, 2010.
- Is participating in the Colby-Sawyer College Global Beginnings study abroad program through the Customized Educational Programs Abroad (CEPA) and will be studying in **Strasbourg, France** from September 1, 2010 - December 11, 2010.

**Accommodations while overseas will be as follows:**

- **Florence, Italy:** Participants will be housed in an unstaffed apartment that is within a 30 minute walking radius of the AIFS Student Center where participants take classes and have Wi-Fi access. The interior and exterior apartment doors are secured by key operated locks. The building's exterior door also utilizes an intercom and electronic lock system which allows for the remote unlocking of the exterior door from the apartments. Typically a total of four Participants share a two bedroom apartment with cooking facilities. A meal voucher allows Participants to eat some meals in local cafes or Participants may choose to buy food for cooking in the apartments.
- **Strasbourg, France:** Participants will live and study at the Château de Pourtalès. There are 4 residential staff members at the Château, plus 10-12 additional staff members who are at the Château on a daily basis. The building's exterior door is secured by an electronic combination door lock and dormitory rooms are secured by key operated locks. Most Participant rooms are doubles with a shared bath. The facility offers classrooms, Wi-Fi access, dining facility, computer labs, a library and laundry facilities.

*Participant expressly acknowledges that he/she is not required to participate in this activity and is doing so freely and voluntarily.*

### **Participant Responsibility for Medical Needs and Grant of Permission to Authorize Emergency Medical Care**

There are no known health-related reasons or problems that preclude or restrict Participant's participation. The Undersigned understand(s) that Colby-Sawyer College does not have medical personnel available at the locations of this activity and during transportation and hereby grants Colby-Sawyer College permission to authorize emergency medical treatment, including hospitalization either in the foreign country or in the United States.

The Undersigned further agree(s) that Colby-Sawyer College is not responsible for the costs of attending to any of Participant's medical needs, including costs for hospital care if Participant is required to be hospitalized while in the foreign country or in the United States, during this activity. Participant acknowledges that he/she is covered by health insurance applicable to this activity.

### **Travel and Accommodations**

The Undersigned understand(s) that Colby-Sawyer College in no way represents, or acts as agent for transportation carriers, hotels, and other suppliers of services connected with this activity and agree(s) that Colby-Sawyer College is not responsible or liable for:

- any injury, damage, or loss which may be caused by the defect of any vehicle or the negligence or default of any company or person engaged in providing or performing any of the services involved in this activity;
- any loss, damage, destruction, theft or the like to Participant's luggage or personal belongings.

### **Legal Problems**

The Undersigned acknowledge(s) and understand(s) that should Participant have or develop legal problems with any foreign nationals or governments, Participant will attend to such matters personally with Participant's own personal funds. Colby-Sawyer College is not responsible for providing any assistance under such circumstances.

### **Acceptable Conduct by Participant**

- I understand this is an unsupervised experience and that faculty members are traveling with Participants to teach first-year courses.
- I will conduct myself in a professional manner, since my behaviors can be considered as a reflection of my student peers and the faculty and staff of Colby-Sawyer College. Participants are expected to conduct themselves appropriately and respectfully, and will abide by the rules set forth by AIFS, CEPA and/or Colby-Sawyer College.

- I will abide by the laws and customs that govern the country/state where the program is based. I am legally subject to the same laws and regulations that govern the foreign country's citizens and any other laws that are applicable to the Participants as a foreign citizen in that country.
- I understand that if I engage in disrespectful, hostile, or violent behavior that threatens me, another person, or the program, I will be subject to immediate disciplinary action and may be dismissed from the program, and sent home at my own expense, with no refund.
- For an internationally based course, if the faculty supervisor dismisses me because of unprofessional practices, I may receive a failing grade for the course and may also be subject to disciplinary action in accordance with the Colby-Sawyer Code of Community Responsibility.
- I understand and acknowledge that there are inherently health and safety risks associated with traveling abroad, and I agree I am personally responsible for obtaining all health information, appropriate medical procedures, immunizations, and medications for my personal well-being.
- I acknowledge that I am ultimately responsible for complying with the Colby-Sawyer College Code of Community Responsibility and academic policies and procedures.
- I will attend all required course/program functions unless I receive the permission of the group leader to miss a planned activity.
- I understand and agree that Colby-Sawyer College is not undertaking any responsibility in the nature of *in loco parentis* or special responsibility for my safety or activities as the result of my participation in this program.

### **Alcohol and Drugs Policies**

*Alcohol may be consumed by Participants who are of legal age in the visiting country. Participants who choose to consume alcohol do so with the knowledge that they remain responsible for their actions at all times and are expected to drink responsibly. Colby-Sawyer College prohibits the illegal distribution of alcohol to Participants who are not of legal drinking age. Further, excessive and irresponsible drinking leading to intoxication and behavior that interferes with the program or the rights of others is subject to immediate disciplinary action, and may result in dismissal from the international experience.*

*Participants are prohibited from selling, using, or possessing any drugs that are considered by the host country law to be illicit or illegal. Participants are cautioned that the possession of drugs is often dealt with harshly by host country law enforcement. NOTE: Any drug infraction will be considered a grave violation of policy and will result in immediate disciplinary action, including possible dismissal from Global Beginnings.*

### **Assumption of the Risks, Release and Waiver of Liability, and Indemnity**

1. I have carefully identified, reviewed and considered the risks of travel to my destination(s), including by reading:

- a. The most recent relevant \*U.S. State Department (“DOS”) information regarding the destination(s) available through [http://travel.state.gov/travel/travel\\_1744.html](http://travel.state.gov/travel/travel_1744.html) and Travel Warning(s) available through [http://travel.state.gov/travel/cis\\_pa\\_tw/tw/tw\\_1764.html](http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html)

*\* International Participants should check with their home country’s Foreign Affairs Office for travel advisories specific to their country of residence.*

- b. The most recent relevant information from the Centers for Disease Control (“CDC”) available through <http://wwwn.cdc.gov/travel/default.aspx>;
- c. The most recent relevant travel information from the World Health Organization (“WHO”) available through <http://www.who.int/ith/en/index.html>; and

2. I acknowledge that I am voluntarily participating in the travel described above. I also acknowledge that my participation in this travel may expose me to risks including, but not limited to, terrorism, serious bodily injury or death, property loss/damage, and other risks that may not be foreseeable. **I understand that Colby-Sawyer College is not responsible for my safety and I assume full responsibility for all risks associated with my travel and I hereby release Colby-Sawyer College from any such responsibility or liability on account thereof.**

3. In the event that Participant's conduct causes damage to the property of Colby-Sawyer College, the Undersigned agree(s) to indemnify the College for such loss.

4. The Undersigned further agree(s) to defend and indemnify Colby-Sawyer College with respect to any claims, demands, or actions for damages brought by anyone else against Colby-Sawyer College for personal injury, property damage, or death arising in whole or in part from Participant's conduct.

THIS AGREEMENT shall bind the members of the Undersigned's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased. In signing this International Travel Conduct and Waiver of Liability Agreement, I acknowledge and represent that I have read it and all attachments hereto, that I am fully informed of and understand its content, and that I sign of my own free act and deed. I further acknowledge that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

STUDENT PARTICIPANT: \_\_\_\_\_  
*Signature of Student* \_\_\_\_\_  
Date

STATE OF:  
COUNTY OF:

Before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me or suitably proven by means of \_\_\_\_\_ (identification) to be the person who signed the within document and acknowledged that it was signed as the signatory's voluntary act and deed for the purposes therein contained, this day of \_\_\_\_\_, 20\_\_.

NOTARY'S SIGNATURE: \_\_\_\_\_

Print Name:  
Notary Public  
My commission expires: \_\_\_\_\_ (affix seal)

PARENT/GUARDIAN CONSENT  
(FOR STUDENTS UNDER AGE 18)

I, \_\_\_\_\_, certify that I/we am (are) the parents and/or all of the legal guardian(s) of \_\_\_\_\_, the Colby-Sawyer College student signing the above Travel Conduct and Waiver of Liability Agreement, and grant permission and execute this agreement on behalf of the student to participate in the international student program described. I have read and understood the terms of this agreement, and have read the contents of the web sites cited in the agreement. I/we expressly consent to the student's participation and undertake this agreement on behalf of the minor student including the legal undertakings contained in the agreement to which I/we separately and individually agree and undertake.

In witness whereof, I/we have signed this agreement as parent(s)/legal guardian(s), this day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Parent/Legal Guardian

\_\_\_\_\_  
Parent/Legal Guardian

(Note: Both parents or all legal guardians must sign unless explanation is given for one signature only.)

STATE OF:  
COUNTY OF:

Before me, the undersigned notary public, personally appeared \_\_\_\_\_ ,  
known to me or suitably proven by means of \_\_\_\_\_ (identification) to be the person(s)  
who signed the within document, and acknowledged that he/she/they is/are the legal guardian(s)/parent(s)  
of the student signing the agreement, and with authority so to act, executed this agreement for the  
purposes stated in it, this     day of                     , 20\_\_.

NOTARY'S SIGNATURE: \_\_\_\_\_

Print name:

Notary Public

My commission expires:

(Affix Seal)