

GEORGIA SOUTHWESTERN STATE UNIVERSITY
RELEASE, COVENANT NOT TO SUE, INDEMNITY AND
ASSUMPTION OF RISK FORM
for
GSW INTERNATIONAL/STUDY ABROAD PROGRAMS

I, _____, am a student at Georgia Southwestern State University (the University) and have agreed to participate in the University's international studies program in _____ from _____ until _____ (the Program). In consideration for being permitted to participate in the Program, I hereby agree and represent that:

1. I am in academic and social good standing and give permission to the coordinator for my study abroad program to check my academic and disciplinary records to confirm my eligibility for the program.
2. I have or will secure health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program, including, but not limited to, coverage for medical evacuation and repatriation of remains. By my signature below I certify that I have confirmed that my health care coverage will adequately cover me while outside the United States, and hereby release the Board of Regents of the University System of Georgia ("Board of Regents"), the University, and the employees and agents of either, from any responsibility or liability for expenses incurred by me for injuries or illnesses (including death) that I may incur because of those injuries or illnesses.
3. I understand that prior to my departure I must visit a clinic of my choice, a public health department, or my personal physician who is aware of the International Health Regulations adopted by the World Health Organization (WHO) to ensure that I have received all required vaccinations and inoculations and have official International Health Certificates. I acknowledge that I must get all vaccinations and inoculations required by the host country and receive the proper certificate of verification from the health care provider. I understand that I may be checked for appropriate documentation at the immigration desk.
4. I acknowledge that there are certain risks inherent in international travel and that the University cannot assume responsibility for the provision of my medical services or the payments therefore. I acknowledge that I am expected to have consulted with a medical doctor, as he/she may have deemed necessary, with regard to any individual medical issues or needs. Further, I am aware that the University cannot be responsible for attending to any of my medical needs. I acknowledge that medical services and treatment in other countries may not meet my expectations. The way that medical help is provided and how patients are treated are culturally dependent and can vary considerably.
5. I understand that, although the University will attempt to maintain the Program as described in its 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 the Board of Regents, nor the University, or the employees and agents of either, shall be responsible or liable for any expenses or losses that I may sustain because of these changes. If I leave or am excluded from the Program for any reason, there will be no refund of fees already paid.
6. I agree that the policies and procedures of GSW shall govern my participation in the Program. I agree to obey such policies and procedures at all times. I acknowledge and agree that in consideration of

permission being granted for me to participate in the Program, the policies, procedures, rules, and standards of the University, including but not limited to the University Student Code of Conduct and the Study Abroad Orientation materials, shall govern my participation in the Program and I agree to obey such policies and procedures at all times. I waive and release all claims against the Board of Regents and the University, including their employees and agents, that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions.

7. I agree that the University has the right to enforce the policies, procedures, rules, and standards of the University described above, in its sole judgment, and that it may impose sanctions, including without limitation immediate exclusion from the Program, for violating these University policies, procedures, rules, and standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the Program, or other Program participants. In addition to normally available sanctions, if I am excluded from the Program, I consent to being sent home at my own expense with no refund of fees, and I understand that I may be subject to further disciplinary action upon my return to the University.

8. I understand that I will be subject to and I agree to obey the laws, regulations and policies of the host country/countries and institutions in which the Program is hosted. I acknowledge that violation of any policy, law, or regulation of the host country, countries or institutions may subject me to penalties, including exclusion from the country, program, school or such other disciplinary action as may be applicable. I understand that the University reserves the right to decline to retain me in the Program at any time should my actions or general behavior, in the sole discretion of the University, be determined to impede or obstruct the progress of the Program in any way.

9. I hereby agree that I shall be subject to the authority in charge. I further acknowledge that the faculty has the sole authority to make decisions regarding the continued participation of any individual in the program whose conduct may necessitate disciplinary action.

10. I understand that, although the University has made every reasonable effort to assure my safety while participating in the Program, there are unavoidable risks in travel overseas, and I hereby release and promise not to sue the Board of Regents, the University, or the employees and agents of either, for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Program, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the employees or agents of the University.

11. I understand that I must abide by the alcohol and drug laws of the HOST country/countries, and I acknowledge my agreement to the University policies for study abroad programs as indicated by my signature on the GSW Study Abroad Policies for Alcohol and Drugs document.

12. 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.

13. 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.

14. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such adjudication will occur in courts located in the State of Georgia, and be determined by the laws of the State of Georgia and/or the United States of America. This provision shall not serve as a waiver of sovereign immunity.

15. This agreement represents my complete understanding with the University concerning the University's responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

16. I represent that I am at least eighteen years of age or, if not, that I have secured below the signature of my parent or guardian as well as my own.

IMPORTANT LEGAL DOCUMENT: READ CAREFULLY:

SIGNATURE _____ DATE _____

PRINTED NAME _____

WITNESS SIGNATURE _____ DATE _____

Printed Name of Parent or Legal Guardian if Participant is under 18:

Signature of a Parent or Legal Guardian if Participant is under 18:
