



# Office of Global Studies

## Student Agreement

### ASSUMPTION OF RISK AND RELEASE

Name: \_\_\_\_\_ X Number: \_\_\_\_\_

Program: \_\_\_\_\_

Semester/Year of Participation: \_\_\_\_\_

In consideration for being permitted to participate in a St. John's University Global Studies Program (the "Program"), I hereby agree, represent and warrant that:

#### **Assumption of Risk:**

I understand that participation in the Program is voluntary and that there are unavoidable and unforeseeable risks in travel and study away from campus. These risks include, but are not limited to, property loss or damage, physical or emotional injury and death. I understand that building safety standards in foreign countries are not the same as those in the United States. I acknowledge that I have independently reviewed and assessed said risks. Knowing these risks, and in consideration of the University allowing me to participate in the Program, I agree, individually, and on behalf of my heirs, successors and personal representative(s) to assume all of the risks and responsibilities associated with my participation in the Program. To the maximum extent permitted by law, I hereby release, hold harmless and indemnify the University and its trustees, officers, employees and agents from and against any present or future claim, loss or liability for injury to person or property or both which I may suffer, or for which I may be liable to any other person or entity during my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

#### **Personal Conduct:**

I understand that in becoming a participant in a Program, I am subject to both the University and Program rules and regulations regarding conduct and scholarship. I understand that if I am in violation of any of these rules and regulations, I will be subject to University disciplinary action up to and including expulsion. I understand and agree that, due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University shall not apply. If I am terminated from the Program, I agree to return home at my own expense and with no refund of fees.

I will comply with the University's rules, standards and instructions for student behavior listed in the St. John's University Student Handbook which include, but are not limited to, the use, possession and distribution of alcohol, drugs and any disorderly conduct including theft or damage to property. I will also comply with all Program rules, standards and instructions including the Standards of Student Conduct attached to this student agreement. I waive and release all claims against the University 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.

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. I further understand that each foreign country has its own standards of acceptable conduct. I recognize that behavior that violates those laws or standards could harm the University's relations with such country, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.



## Student Agreement

### ASSUMPTION OF RISK AND RELEASE

I understand and acknowledge that should I have or develop legal problems including, but not limited to, those involving foreign nationals or governments of the host country, I am solely responsible for all aspects of the defense and resolution of those legal matters.

#### **Health and Safety:**

I understand that I will have to submit a Health Disclosure Form to the Office of Global Studies prior to my participation in the Program. I hereby authorize the Office of Global Studies to grant access to this Health Disclosure Form to (i) its counterpart offices, or, if applicable, the faculty member(s) or administrator(s) leading St. John's programs, (ii) Student Health Services, and (iii) the Counseling Center, and I further authorize representatives of the Office of Global Studies and/or its counterpart offices or the faculty member(s) or administrator(s) leading St. John's programs to disclose these materials to licensed health care providers in the event I need medical treatment.

I acknowledge and agree that the University has no obligation to seek any medical treatment whatsoever on my behalf, or 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 during the Program, the University is not responsible for the cost or quality of such treatment or care. I hereby release and hold harmless the University, its trustees, employees and agents from any responsibility or liability for expenses incurred by me for injuries or illnesses (including death) that I may incur while in the Program.

#### **Orientation:**

I understand that I am required to attend all orientations and predeparture meetings. It is my responsibility to make arrangements to attend these meetings.

#### **Limits of University Responsibility:**

I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program, and I hereby agree to indemnify, hold harmless and release the University, its trustees, employees and agents from any responsibility or liability for expenses incurred by me due to the actions or omissions of any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program.

I understand that activities or independent travel conducted when I have free time before, during or after the Program shall be unsupervised by the University and its representatives, and undertaken at my own risk and expense. I agree to inform an official representative of the University of my travel plans; however, I understand that neither the University nor its representatives are responsible for me while I am traveling independently during such free time, and agree that this Student Agreement, Assumption of Risk and Release Form shall remain in full force and effect during such times.



## Student Agreement

ASSUMPTION OF RISK AND RELEASE

### Program Changes:

I understand that the University reserves the right to alter or cancel any course or program at any time when deemed appropriate due to unforeseen circumstances, and that neither the University nor its trustees, employees or agents shall be responsible or liable for any expenses or losses that I may sustain because of these changes.

In the event of a denial or non-issuance of a visa by the government(s) of the Program country or a restriction on travel by the United States Department of State, the responsibility of the University shall consist exclusively of reimbursement of the tuition and fees I have paid. The University will not refund the Program deposit and may hold me responsible for flight and other costs that have already been incurred by the University on my behalf.

### Withdrawal:

I accept responsibility for all tuition and fees associated with the Program. If I leave or am expelled from the Program for any reason, there will be no refund for fees already paid. I have read the refund policy.

### Marketing Materials:

I understand that University marketing material may include statements by Program participants and/or their photographs, and I consent to such use of my comments and photographs.

### Additional Terms:

I agree that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions will remain in full force and effect.

I represent that this agreement has been carefully read, that I understand all of the terms of this agreement and that my signature below indicates my complete and willful consent to the terms.

I agree that, should there be any dispute concerning my participation in the Program that would require adjudication by a court of law, such adjudication will occur in the courts of, and be determined by the laws of, the State of New York.

I represent that I am at least 18 years of age.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



## Authorization for Medical Treatment

In the event I suffer an illness or injury that prevents me from making decisions relative to my immediate medical condition, St. John's will make every effort to reach the person(s) I designate as emergency contacts. If St. John's is unable to immediately communicate with my emergency contact(s), I authorize any official representative of St. John's to secure any medical treatment on my behalf (including but not limited to x-ray examination, the administration of an anesthetic, surgery, medical and/or psychiatric diagnosis or treatment and hospital care) deemed necessary or advisable by a licensed physician. I accept all financial responsibility for such treatment, and agree to reimburse St. John's for any sum of money that it may pay on my behalf for the provision of medical services and treatment or the dispensing of medicine to me. I hereby release, indemnify and hold St. John's, its representatives, trustees, officers, employees and agents harmless from and against any present or future claim, loss or liability for injury which I may suffer in connection with medical decisions made on my behalf. In executing this Authorization, I have not relied on any statements or promises as to the results to be obtained.

I further hereby acknowledge that St. John's has no obligation to seek any medical treatment whatsoever on my behalf.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



## Standards of Student Conduct

As a participant in the St. John's University Program, I understand that I am being afforded the privilege of participating in a valuable educational and life experience by studying away from campus. As a St. John's student, I realize that my conduct inside and outside the classroom reflects upon the mission and values of the University.

Accordingly, I agree to adhere to the University's student Code of Conduct, as well as abide by the regulations of the specific Program sponsored by the office of Global studies. Additionally, I agree to comply with the regulations set by the respective host institution, and to respect the customs and laws of the host country.

I am aware that if I am found in violation of the student Code of Conduct (or any laws within my respective host country), my participation in the Program may be terminated, and further disciplinary action may be taken which could lead to suspension or expulsion from the University. Further, I understand that the special circumstances of Global Studies Programs may preclude to normal procedures for notice, hearing and appeal applicable to student disciplinary procedures. Should I be expelled from the Program, I consent to being sent home at my own expense with no refund of fees.

By signing the Student Agreement, I attest to reading and understanding the University's Student Code of Conduct, which is available online at the following Web address:

**[www.stjohns.edu/campus/handbook/chapter6/conduct/code.stj](http://www.stjohns.edu/campus/handbook/chapter6/conduct/code.stj)**

Prohibited behavior includes, but is not limited to:

- Violations of the laws of the host country
- Violations of the policies and regulations of the host academic institution
- Abuse of alcohol
- Abuse of illegal substances
- Disorderly conduct
- Repeated failure to control noise levels in student housing facilities, including local hotels
- Disruption of the academic environment of the Program, including repeated failure to participate in class assignments or to attend excursions
- Participation in any disruptive activities, including but not limited to political activities, political parties or unions, demonstrations or protests
- Academic misconduct, including plagiarism and cheating (please refer to the Academic disciplinary procedures listed in the student Handbook located online)
- Vandalism perpetrated against public or private property
- Harassment
- Assault or sexual assault