DELAWARE STATE UNIVERSITY
INTERNATIONAL TRAVEL - ASSUMPTION OF RISK AND RELEASE FORM

THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE SIGNING.

Name of Applicant: ___________________________________________ Date of Birth: __/____
(If Applicant is under 18 years of age, a parent or legal guardian must also read and sign this form.)

Travel Program

I hereby agree as follows:

1. Risks of Travel. I understand that participation in the University travel specified above (Travel Program) involves risk. These risks include, but are not limited to, incidents related to ground, air or water transportation, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, exposure to communicable diseases, ill effects of unfamiliar food and water, adverse weather conditions, accident, injuries or damage to property, and other physical, mental and emotional injuries to person. I have made my own investigation and am willing to accept these risks, including the risk of catastrophic injury or death.

2. University Arrangements. 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 this Travel Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University from any injury, loss, damage, accident, delay, or expense arising out of any such matters.

3. Independent Activity. I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University-sponsored activities. I acknowledge and understand that my participation in the Travel Program is entirely voluntary.

   a. I understand that foreign travel and living overseas can provide special challenges and stresses. Medical care, including mental health care, emergency medical care and medicine may not be as available and/or of a quality comparable to that available in the United States. Students with previous or current medical and/or mental health conditions are strongly encouraged to consult with trained medical and/or mental health professionals and to prepare strategies that may be used abroad should they experience problems. I acknowledge that I have been strongly encouraged to assess my ability to participate in the Travel Program and have done so.
   b. I am aware of all applicable personal medical needs. There are no health related reasons or problems that preclude or restrict my participation in this Travel Program. I have arranged, through insurance or otherwise, to meet any and all needs of payment for medical costs while I participate in the Travel Program. I recognize that the University 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, during the Travel Program, the University is not responsible for the cost or quality of such treatment or care.
   c. The University may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release the University from any liability for any of its actions or inactions.
   d. Students are strongly encouraged to consult the State Department Consular Information Sheets and Travel Warnings at http://travel.state.gov/travel/ and the Centers for Disease Control (CDC) at http://www.cdc.gov/travel/ with regard to their destination country before signing this document.

5. Standards of Conduct.
   a. I understand that each foreign country has its own laws and standards of acceptable conduct, including, but not limited to, dress, manners, morals, politics, drug use and behavior. I recognize that behavior that violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health, safety, security and welfare. 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 Travel Program.
   b. I will also comply with the University's rules, standards and instructions for student behavior. 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 or instructions.
c. I agree that the University has the right to enforce the standards of conduct described above, in its sole discretion, and that it will impose sanctions, up to and including expulsion from the Travel Program and/or University, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of the University, the Travel Program, or other participants in the Travel Program. I recognize that due to the circumstances of foreign travel programs, procedure for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees.

d. I am solely responsible for and will attend to any legal problems I encounter with any foreign nationals or government of each country to or through which I will travel during the Travel Program. The University is not responsible for providing any assistance under such circumstances.

6. Program Changes. The University has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Travel Program. I understand that the University's fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If I leave or am expelled from the Travel Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Travel Program group, fail to meet a departure bus, airplane or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Travel Program group at its next available destination.

7. Choice of Law. The interpretation, performance and enforcement of this document, and the acknowledgements and agreements contained therein, shall be construed in accordance with the laws of the State of Delaware without regard to its choice of law provisions, and any litigation arising hereunder shall be venued in the State of Delaware and shall be governed by the laws of the State of Delaware.

8. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in the Travel Program, I agree, on behalf of myself, my family, heirs, spouse and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Travel Program. To the maximum extent permitted by law, I release and indemnify the University, and its officers, trustees, employees and agents, against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to another person, during my participation in the Travel Program (including periods in transit to or from any location where the Travel Program is being conducted).

9. Refund: I understand that I am expected to stay the duration of the program and that choosing to leave the program early for nonmedical, personal or other reasons are not entitled to a refund for meals, accommodations, cultural activities/excursions, tuition & fees or transportation once the program has started. Completion of academic credit will be determined on a case by case basis. Students dismissed for disciplinary reasons of any kind forfeit all academic credit and refunds.

10. Request for Withdrawal: I understand that prior to the program beginning, a Request for Withdrawal form must be submitted to the OISS in writing 30 days or earlier prior to the start of the program. Failure to do so will result in forfeiting my refund. (Refunds prior to the start of the program will be decided by the program's policy.)

11. Airline: I understand the OISS has no control over airline payment and refund polices. If I withdraw from the program after the purchase of the airfare, I need to contact my (if a plan was purchased) insurance/airline carrier regarding their refund policy.

I have carefully read this International Travel – Assumption of Risk and Release Form before signing it. No representations, statements or inducements, oral or written, apart from the foregoing written statements, have been made.

________________________________________
Signature of Applicant  Date

________________________________________
Print Applicant Name  Date
Carefully read and sign below only if the Applicant is a minor at the time of signing this document.

I have carefully read this International Travel - Assumption of Risk and Release Form before signing it. No representations, statements or inducements, oral or written, apart from the foregoing written statements, have been made.

x ___________________________  / / ________________
Signature of Applicant Date

x ___________________________
Print Applicant Name

Check here if Applicant is 18 years of age or older at the time of signing this document. Complete the following only if the Applicant is a minor at the time of signing this document.

I am the parent or legal guardian of the above Applicant, have read the foregoing International Travel Assumption of Risk and Release Form (including such parts as may subject me to personal financial responsibility), am and will be legally responsible for the obligations and acts of the Applicant as described herein, and agree, for myself and for the Applicant, to be bound by its terms. No representations, statements or inducements, oral or written, apart from the foregoing written statements, have been made. Initial at the bottom of each of the foregoing pages and sign below.

x ___________________________
Signature of Parent/Guardian Date

x ___________________________
Print Parent's/Guardian's Name Date

EMERGENCY CONTACT INFORMATION

Name of Travel Program Participant: _____________________________________________
Travel Program: ______________________________________________________________
Dates of Travel Program: ______________________________________________________

In the event of health or safety emergency, please contact:

Name: _____________________ Relationship: _____________________
Address: ________________________________________________________________

City State Zip Code

Phone: Daytime -- ____________________ Cell--

Evening --

Other contact information (i.e. email, etc.):

Attach photocopy of photograph page of Passport
Attach a copy of photo your DSU Student ID

The original of this form should is on file in the Office of International Affairs. A copy of this form is also to be placed on file with the University Department of Public Safety and to accompany the Program Director abroad.