

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

Name	Program	Date

CAREFULLY READ THROUGH THE BELOW STATEMENTS AND INFORMATION. THIS INTERNATIONAL TRAVEL AGREEMENT ("AGREEMENT") IS A LEGAL AND BINDING CONTRACT ONCE SIGNED. Submit your completed form to Trip Facilitator. If you have any questions or concerns about this document, please consult with the Program Leader or the Trip Facilitator.

# 1. Assumption of Risk for International Travel

I am a student at the Oregon Institute of Technology ("Oregon Tech"), or am a guest or volunteer accompanying the Program and have chosen to participate in the above referenced Program voluntarily. I was not required to travel to a foreign country as a condition of receiving my degree.

I understand that participation in the Program and international travel involves risks not found in study at Oregon Tech. These include without limitation, risks involved in traveling to and within, and returning from, international locations; foreign political, legal, medical, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and local weather conditions. The country or countries to which I will travel may have health and safety standards substantially below those enjoyed in the United States, and I recognize that I may be subjected to potential risks, illnesses, injuries and even death. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly.

I understand that, although Oregon Tech has organized the Program, it cannot eliminate all risks or guarantee my safety while I am abroad. I have read and understood all information on the U.S. State Department website (http://travel.state.gov) about the country or countries to which I am traveling, including, without limitation, the U.S. Department of State Consular Information Sheet and the State Department Warning (if applicable). I also have reviewed the U.S. Centers for Disease Control health advisory information relating to travel abroad found at <a href="http://www.cdc.gov/travel">http://www.cdc.gov/travel</a>, and any additional information available from the World Health Organization website (<a href="http://www.who.int/">http://www.who.int/</a>). With knowledge of this information, I have made the independent judgment to participate in the Program.

I understand that there are inherent risks associated with traveling in another country as I will likely be entering an unfamiliar environment. In addition to utilizing the support of the Program infrastructure and/or individuals on site, I am also responsible for my own safety and security. It is my responsibility to follow these simple precautions while abroad:

- I will register with U.S. Department of State or my home country embassy (if not a U.S. citizen) so that in-country staff know how to contact me should the need arise.
- I will avoid political demonstrations and large crowds.
- I will maintain a low profile and not publicize that I am a foreign national.
- I will maintain contact with family members/ those who are concerned with my well-being.
- I will remain at all times with the Program group unless departure from the group has been specifically authorized in advance.

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- I will take every precaution to safeguard my health and to protect my personal belongings from damage or theft.
- I acknowledge that Oregon Tech recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well-being.

I understand that neither the United States government nor Oregon Tech is likely to assist me if I am incarcerated while abroad and that Oregon Tech has no ability to negotiate my release.

### 2. Independent Travel

I agree to use any transportation provided by the Program for the duration of the Program. I take full responsibility for travel both to and from the Program location, and for any independent travel before the start of the Program or following its close. I understand that Oregon Tech may limit or restrict entirely independent travel during the Program, and agree that, if I wish to travel independently during the Program, I must submit an itinerary to my Program Leader for advance approval (prior to Program departure). I recognize, however, that approval by my Program Leader does not mean that the itinerary or destination(s) are safe, and agree that I will assume all risks of any such independent travel.

### 3. Cost

I understand that I will be responsible for all costs of the Program beyond those covered by any award or financial aid that I may receive, as well as any additional expenses that I may incur during the Program.

### 4. Medical Emergency and Indemnification

I understand that on rare occasions an emergency may develop while I am traveling internationally on an Oregon Tech program that necessitates the administration of medical care, hospitalization, or surgery. Therefore, in the event of injury or illness to my (self, child) and if I am unable to grant permission at the time emergency treatment is required, I hereby authorize Oregon Tech by and through its authorized representative(s) or agent(s) in charge of said Program, to secure any necessary treatment including the administration of an anesthetic and surgery. It is understood that such treatment shall be solely at my expense and I agree to reimburse Oregon Tech for any expenses that it might incur on account of said injury or treatment thereof. I authorize the Oregon Tech to contact the person listed as the emergency contact in such cases.

I agree to indemnify and hold harmless Oregon Tech and its representative(s) and agent(s) from any and all claims and causes of action for damage to or loss of property, personal illness or injury, or death arising out of travel or activity conducted by or under the control of Oregon Tech with regard to the aforesaid Program.

# 5. <u>Insurance</u>

I understand that it is required by Oregon Tech that I be covered by accident and sickness insurance while abroad, and that my insurance will be arranged either by Oregon Tech or the Oregon Tech partner provider organizing my Program. It is not possible for me to "opt out" of this required coverage, even if my current insurance provides some coverage while abroad.

I understand that injuries sustained during participation in illegal activities may be excluded from coverage by my Study Abroad Insurance provider.

I understand that it is my responsibility to review my insurance coverage and to learn what is covered, what is excluded, what exceptions the policy may have, how to access emergency assistance, and how to file a claim, etc. If I have any questions before or during my Program I will contact Oregon Tech or the partner provider organizing my Program.

I understand that I am responsible for obtaining any recommended immunizations before traveling to my destination.

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#### 6. Rules of Conduct

I understand that I am participating in this experience because of my status as a student at Oregon Tech. In addition to any specific policies or prohibitions of the Program, the Oregon Tech Student Conduct Code applies to me while I am participating in this Program. *To access the Oregon Tech Student Conduct Code visit:* <a href="http://www.oit.edu/docs/default-source/Student-Affairs-/student-conduct-code.pdf?sfvrsn=0">http://www.oit.edu/docs/default-source/Student-Affairs-/student-conduct-code.pdf?sfvrsn=0</a>

If I am of the legal age to consume alcohol in the host country and chose to do so, I will do so responsibly.

I will not use federally (USA) prohibited drugs of any kind and am aware that doing so may result in my immediate expulsion from the Program at my own expense, as well as sanctions resulting from a violation of the Oregon Tech Student Conduct Code.

I understand that as a participant in this Program, I am subject to the laws of the country where I am traveling. I also understand that it is my responsibility to be informed about the laws of that country and to conduct myself in a manner that complies with those laws. Oregon Tech will not, under any circumstances, be responsible for any illegal activities in which I may engage. I understand that Oregon Tech, in its sole discretion, has the authority to discontinue my participation in the Program at my own expense if, in the judgment of Oregon Tech, my conduct is unacceptable.

I agree not to engage in activities deemed by Oregon Tech or commonly understood to be dangerous to individual safety and/or Program integrity. These include, but are not limited to, motorcycling, hitchhiking, driving or renting a car, parachuting, bungee-jumping, hang-gliding, riding in private airplanes, rock climbing, white water rafting, scuba diving, and any other activity so designated by my Program. I understand that if I am unsure whether a particular activity is prohibited, I must discuss the activity with my Program Leader and obtain advance approval before taking any steps to engage in that activity. I recognize, however, that approval by my Program Leader does not mean that the activity is safe, and agree that I will assume all risks of engaging in any such activity.

### 7. Refunds; Schedule

Should I decide to withdraw from the Program before it begins, I will be subject to the Program's rules with respect to refunds of any Program fees or deposits paid. I understand that in no event will the Program reimburse me if I have purchased travel tickets or made other travel arrangements that are either non-refundable or subject to cancellation fees. I understand that, in addition to being withdrawn from the Program under circumstances set forth elsewhere in this Agreement, I also may be withdrawn if I leave the Program at any time without prior authorization from the Program Leader. I acknowledge that in the event of my withdrawal or dismissal from the Program for any reason once it has begun, I will receive no refund from the Program, and I will bear any additional travel or other expenses incurred as a result.

### 8. Acknowledgement of Health

Resources on Campus (Wilsonville): <a href="http://www.oit.edu/wilsonville/student-services/student-health">http://www.oit.edu/wilsonville/student-services/student-health</a> Resources on Campus (K-Falls): <a href="http://www.oit.edu/campus-life/student-health">http://www.oit.edu/campus-life/student-health</a>

#### Physical Health

I understand that participation in an International Travel Program can be physically taxing and that conditions abroad may impact my health differently than at home. It is my responsibility to consult with my medical provider to discuss my physical well-being while abroad and to obtain country specific immunizations.

### Mental Health

I understand that participation in an International Travel Program can be mentally and emotionally taxing and that conditions abroad may impact my mental health differently than at home. It is my responsibility to

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consult with my medical/mental health care provider to discuss my mental and emotional well-being while abroad.

#### Disclosure

I understand that it is my responsibility to discuss any health or safety concerns I have regarding my ability to succeed in the Program with my Program Leader before the pre-departure orientation for my Program.

# 9. General Release

Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Oregon Tech, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the Program (including periods in transit to or from my destination), resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties.

# **SIGNATURE**

In signing this International Travel Agreement, I hereby acknowledge and represent: (a) I am age 18 or older; (b) that I have read this document in its entirety, understand it, and sign it voluntarily; (c) that this International Travel Agreement is the entire agreement between the parties hereto and its terms are contractual and not a mere recital; and (d) I agree that this International Travel Agreement shall be governed by the laws of the State of Oregon (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program.

DATE SIGNATURE

*Participants who are not 18 years of age or older must sign above and also must obtain the signature of a parent or legal guardian below*
I certify that I am the parent or legal guardian of the above-named participant in the International Travel Program. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above Agreement, I understand the contents of this International Travel Agreement, assent to its terms and conditions, and sign this International Travel Agreement of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in the International Travel Program, and I hereby give my consent to participation by my dependent in the International Travel Program, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the Oregon Institute of Technology from and against all claims, demands or suits that my dependent has or may have.
Parent/Guardian Signature:
Print Name:
Date:

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Participant Name:		
First Contact		
Name:	Relation:	
Phone: (home)	(cell)	
E-Mail Address(es):		
Second Contact		
Name:	Relation:	
Phone: (home)	(cell)	
E-Mail Address(es):		

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