



Assumption of Risk and Release Form For Study Abroad

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

Name of Applicant: _____
(if applicant is under 18 years of age, a parent or legal guardian must also read and sign this form)

ID Number: _____ **Date of Birth:** _____

Program: _____ **Sponsoring Institution:** _____

I hereby agree as follows:

1. **Risk of Study Abroad:** I understand that participation in the Cleveland State University Study Abroad Program, herein referred to as "the Program" and as specified above, involves risk not found in study at the University. These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety, and maintenance of buildings, public places and conveyances; local medical services; local weather conditions; and other matters described on a separate Program Risk Advisory which I have received, reviewed, and initiated, and which is incorporated by reference in this Release Form. I have made my own investigation and am willing to accept these risks.
2. **Institutional 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 the 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 or 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-supervised activities.
4. **Health and Safety:**
 - A. I have consulted with a medical doctor with regard to my personal medical condition and needs. There are no health-related reasons or problems which preclude or restrict my participation in this Program.
 - B. I am aware of all the applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the 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 US during the Program, the University is not responsible for the cost or quality of such treatment or care.
 - C. The University is not obligated to but may take any actions it considers to warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the University from any liability for any actions.
5. **Standards of Conduct:**
 - A. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug and alcohol use, and behavior. I recognize that behavior which violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health and

safety. I will become informed of, and will abide by, all such laws and standards in each country to or through which I will travel during the Program.

- B. I also will 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 such 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.
 - C. I agree that the University has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the program, for violation of these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the Program, and other participants. I recognize that due to the circumstances of foreign study programs, procedures 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 will attend to any legal problems I encounter with any foreign nationals or government of the host country. 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 Program. I understand that the Program may be cancelled due to insufficient number of students and that conditions may force a change in itinerary, schedules, and programs. I understand that the University's fees and program changes are based on current airfares, lodging rates, and travel costs, which are subject to change. If I leave or am expelled from the 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, sickness, weather, strikes, or other unforeseen causes. If I become detached from the 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 Program group at its next available destination.
7. **Assumption of Risk and Release of Claims:** Knowing the risks described above, and in consideration of being permitted to participate in the Program, 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 and indemnify Ohio, Cleveland State 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 which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from any country where the Program is being conducted.)
8. I understand that future Study Abroad Program promotional materials may include statements and /or photographs of participants, and I consent to the use of my comments and/or photographs.

I carefully have read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt of my application by Cleveland State University at its offices in Cleveland, Ohio and shall be governed by the laws of the State of Ohio, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

x _____
Signature of Applicant

Date

I a) am the parent or legal guardian of the above Applicant; b) have read the foregoing Release Form (including such parts as may subject me to personal financial responsibility: c) am and will be legally responsible for the obligations and acts of the Applicant as described in this Release Form: and d) agree, for myself and for the Applicant, to be bound by these terms.

x

Signature of Parent/Guardian of Applicant

Date