

EDUCATION ABROAD AGREEMENT

This is an Agreement between the undersigned education abroad Participant and the University of Nebraska-Lincoln ("the University"). References to "education abroad" or "education abroad program" refer to any and all international programs sponsored by the University and offered to its students, including but not limited to courses taught by University faculty, classes offered at educational institutions in other countries, and international research experiences of all kinds, whether or not such programs are offered "for credit" or "non-credit", or with or without direct University supervision. Regardless of the nature of the education abroad program, the Participant's involvement is conditioned upon entering into this Agreement. **Read this carefully, ask questions, then sign, and return to International Affairs.**

This Agreement incorporates by reference all informational material distributed by the University regarding the Participant's specific education abroad program, including the attached cost information. These materials address a general description of the program, eligibility requirements, cost, registration procedures, award of credit and related topics. The Participant agrees to: (1) read and understand all material distributed and agrees to be bound by it; (2) attend all pre-departure orientation meetings; (3) maintain the eligibility standards established for the program; and (4) consult with the U.S. Department of State Travel Advisory Service and Center for Disease Control as specified in the distributed materials.

The University reserves the right to make such alterations in the program as may be necessary or appropriate, consistent with the goals of the program. While the University tries to maintain the stated program itinerary, activities, and costs, it may make modifications in the event of unforeseen or changed circumstances, such as changes affecting safety, changes in program expenses, currency fluctuations, tuition increases, room and board increases and changes in the academic calendar or course offerings at the host institution. The University shall not be liable for damages or other results caused by events beyond its control.

Should Participant fail to pay any fee or debt owed to the University or any host institution arising in relation to Participant's involvement in or actions taken in the course of the program, the University may place a "hold" on Participant's University records and ability to register until the debt is satisfied in its entirety, in addition to any other recourse available.

The Participant agrees to have sufficient funds for personal expenses and for return transportation, if applicable.

The University may cancel the program should the University determine circumstances require such cancellation, in which case the Participant shall receive such refund as the University in the exercise of its reasonable efforts is able to recover for the Participant.

The Participant understands that living in or traveling through a foreign country may involve certain health and personal risks, including terrorists attacks and other acts of violence, and the Participant accepts those risks. He or she agrees to exercise reasonable and prudent care while abroad with regard to food, substance use and abuse, threats to physical safety and political instability.

The Participant authorizes the on-site program coordinator (whether an employee of the University or host institution) to seek and obtain medical treatment in the event the Participant does not have the capacity to do so.

The Participant is required to be covered by adequate health and accident insurance applicable in the program locale and to the program activities, including medical evacuation and repatriation of remains benefits. The Participant understands that any sickness and accident insurance provided by the program may or may not cover pre-existing conditions up to a particular amount and he/she will read the insurance information provided for details of the coverage in effect. If the University or host institution should pay for Participant's medical or other personal expenses, Participant shall reimburse the payer for the expense.

The Participant understands the essential elements of participating in the program and has read the program Health Sheet. The Participant represents that he/she is able to fully take part in the essential elements of the program. If the Participant believes that he/she is in need of a reasonable accommodation in order to fully take part in the essential elements of the program, the Participant represents that he/she has contacted the University's 504/ADA Coordinator and completed an accommodation evaluation in such a reasonable time-frame so as to allow for satisfactory evaluation of the requested accommodation and adequate time to implement the accommodation, if any. The Participant has informed the education abroad coordinator and the program coordinator of any accommodation to be provided as a result of that evaluation. The Participant has disclosed to the education abroad coordinator and the program coordinator any health condition, to the extent that it may affect the Participant's safety and welfare or that of the other program participants. With respect to programs conducted by the University (as opposed to programs requesting health information outside the control and authority of the University), any information provided to the University with respect to Participant's health shall be used solely for the purposes of Participant's involvement in this specific education abroad program and shall be treated confidentially, except to the extent that disclosure is needed to secure health care or disability accommodation. If in the course of the program, the education abroad coordinator or the program coordinator should determine in his/her good faith judgment that the health, safety or welfare of the Participant or others, or the integrity of the program, is jeopardized by the Participant's health condition, the Participant agrees to withdraw from the program and return to the U.S.

The Participant agrees to abide by the rules and policies of the University and the laws and regulations of the host country and the host institution. The Student Code of Conduct shall apply to student Participants throughout the course of the program. The University may remove the Participant from the program should the University determine that the Participant's actions, conduct or behavior impede, disrupt or obstruct the program in any way, subject the University to risk of liability, or jeopardize the Participant's health or safety or that of the other program participants. Termination from the program shall result in a forfeiture of all program fees and a loss of academic credit where applicable. At all times, Participant is responsible for any damages or injuries to persons or property that may result from Participant's negligent or intentional act or failure to act; and Participant shall defend, hold harmless, and indemnify the University, its Board of Regents, officers, employees, and agents from and against any and all claims, actions, judgments, damages, liabilities, and expenses arising from such negligent or intentional act or failure to act.

The Participant understands that he/she is a non-degree student at any host institution involved. The University may terminate the Participant from the program if he/she fails to enroll or ceases to be enrolled at the host institution, withdraws from the program or violates the host country's or institution's laws, regulations or rules. Termination for such cause shall be without refund.

The Participant is responsible for ascertaining the applicability of credits to be earned through the program to his or her degree requirements.

While the University may assist with or arrange for transportation in connection with the program, Participant agrees the University shall not be liable for any injury, accident, delay, or irregularity, or any loss or damage to baggage resulting from strikes, lockouts, weather, government regulations, sickness or other causes. The Participant is urged to purchase trip cancellation and baggage loss insurance.

The Participant shall obtain a valid passport or proof of citizenship and all other necessary travel documents prior to departing the U.S. (Non-U.S. citizens are especially advised to thoroughly understand the particular entrance requirements of those countries he or she plans to enter, as well as re-entry into the U.S.)

The Participant consents to the University's use of his or her name, photograph, likeness, and comments for publicity or promotional purposes, as the University in its sole discretion may determine.

The Participant will indemnify, hold harmless, release and forever discharge the University, its Board of Regents, its officers and agents, either in their individual capacity or by reason of their relationship to the University, for all claims or demands the Participant, his or her heirs, representatives, executors or administrators, may have against the University by reason of any accident, illness, or injury or other consequences arising or resulting directly or indirectly from the program, any air flights or other travel associated with the program, any provision of medical care, or by reason of the actions or negligence of other parties which may result in injury, death, property damage or other loss to the Participant.

This Agreement shall be governed by and in accordance with the laws of the State of Nebraska. Any claim brought arising from a claim under the terms of this Agreement shall be brought in a forum of proper jurisdiction and venue located within the State of Nebraska. This Agreement takes effect upon receipt by and signature of International Affairs.

I have read and fully understand the terms of this Agreement and, in consideration of participation in this program, agree to the provisions thereof, including the payment and withdrawal/refund policies.

Signature of Participant

Date

Name (printed)

Student I.D. Number

If the Participant has not yet reached his/her 19th birthday, this agreement must be signed by his/her parent/legal guardian.

Signature of Parent/Guardian

Name/Relationship (printed)

Date

University of Nebraska-Lincoln, Authorized Signatory