



Participation Agreement

1. PROGRAM ARRANGEMENTS

I understand that although UNCW of North Carolina Wilmington (UNCW) will attempt to implement the program as described in its documentation, it reserves the right to change the program at any time and for any reason it deems sufficient to promote program objectives, safety issues or institutional needs.

2. TRAVEL AND ACCOMMODATION ARRANGEMENTS

I understand that I am expected to adapt to differences in physical accommodations which may be perceived as inconvenient or uncomfortable by U.S. standards. I further understand that changes in accommodations may be necessary in the best interest of the program or the best interest of UNCW. I further understand that UNCW does not represent or act as an agent for, and cannot control the acts or omissions of: any host institution, a host family, other host arrangements, land transportation, air transportation, carrier, hotel or similar accommodation, tour agent, tour organizer or other provider of goods or services related to the Program. I understand that UNCW is not responsible for matters that are not within its direct control. I understand and agree that UNCW shall not be liable for any injury, loss, damage, accident, delay, expense or inconvenience arising out of any such matters. I do therefore release UNCW from any such liability.

3. SITE SPECIFIC ISSUES

I understand that there may be cultural, economic, political and societal factors which may impact this program and my participation. I agree to make reasonable effort to acquaint myself with these factors and to adjust my behavior accordingly.

4. COMMUNICATION REQUIREMENTS

I understand that maintaining contact with program leaders, UNCW officials and other program participants may be very important for safety, health and emergency purposes. I agree to select and utilize appropriate and ongoing communication links with these persons. I also agree to maintain ongoing contact with my family or other support structure.

5. INDEPENDENT TRAVEL AND ACTIVITIES

I understand that neither UNCW, any faculty member nor any other UNCW representative or agent is responsible for any injuries, loss or damage I may suffer when I am traveling independently or am otherwise separated or absent from any UNCW-supervised activities even if a faculty member or other UNCW representative or agent accompanies me in any independent travel or activity not sponsored by or affiliated with UNCW.

6. HEALTH AND MEDICAL ISSUES

- a. I understand that travel abroad may expose me to certain conditions, diseases or illnesses. I have or will have acquired all immunizations recommended by the U.S. Center for Disease Control and all other inoculations necessary for safe travel in the areas I am visiting. I agree to make reasonable efforts to acquaint myself with the health factors and issues endemic to these areas and to prepare myself accordingly for my study abroad travel and activities.
- b. I have or will secure health insurance through UNCW to cover my travel and study abroad activities. (Alternatively I have or will secure health insurance compatible to that offered by the University.) I understand that UNCW is not obligated to pay for medical treatment or hospital care in a foreign country or in the U.S. during my participation in the program. I further understand that UNCW is not responsible for the quality of such treatment or care.

- c. I have consulted with a medical doctor or comparable health care provider with regard to my personal medical status and needs. I certify that I am medically able and capable to participate in the program, in the activities associated with the program and in the travel incident to the program. I certify that I do not have a medical condition which would endanger the health of others associated with the program.
- d. I am aware of all of my personal medical needs and I certify that I am capable of and prepared to deal with those needs. I understand that UNCW is not obligated to attend to my medical or medication needs.
- e. I understand that there are health risks associated with the program and travel activities. I further understand that UNCW will not be responsible for the health risks, injuries, damages or loss beyond its direct control.
- f. I agree that if I am injured or become ill, UNCW or its agents may secure hospitalization and/or medical treatment for me and I agree to pay all expenses related thereto. I further agree that UNCW or its agents may release information to other persons who may need this information to assist me or to assist others in the program.
- g. I hereby release UNCW from all liability for any of its actions or its agents actions related to the activities listed above.

7. SAFETY ISSUES

I understand that there are safety risks associated with the program and travel incident thereto and that UNCW is not responsible for such risks or injuries, damages or loss caused by them. I agree that UNCW shall not be liable for such injuries, damages or loss except as may be caused by the gross negligence or willful misconduct of the employees, officials or agents of UNCW. I further agree that UNCW cannot prevent me or other individuals from engaging in illegal, dangerous or unsafe activities. I therefore agree that UNCW shall not be liable for injury, damages or loss caused by such activities.

8. STANDARDS OF CONDUCT

- a. I understand that each foreign country has its own laws and regulations and has standards of acceptable conduct in the areas of dress, manners, morals, politics, alcohol use, drug use and behavior. I recognize that behavior or conduct which violate those laws or standards could harm the program's effectiveness and UNCW's relations with those countries in which the program is located. I also understand explicitly that behavior or conduct which violates those laws or standards could harm my own health and safety as well as the health and safety of other participants in the program. I take full responsibility for my behavior and conduct and agree that UNCW and its agents will be released and indemnified for any claim, loss, injury or liability that may be caused by my behavior or conduct. This acceptance of responsibility and release and indemnification applies to my conduct and behavior whether I am or I am not under the direct supervision of UNCW, University agents or program officials.
- b. I agree to make reasonable and good faith efforts to become informed of all laws, regulations and standards for each country to or through which I travel during my participation. I further agree that I will abide by and comply with those laws, regulations and standards.
- c. I also agree to comply with all UNCW rules, standards and instructions for student behavior including but not limited to those set forth in the UNCW Code of Student Life. I further agree to comply with any supplemental rules or standards adopted by UNCW for the programs in which I am participating.
- d. I agree that UNCW has the right to enforce all of the standards of conduct, rules and regulations described above. I further agree that if I violate those standards, rules or regulations, I may be sanctioned including immediate exclusion from the program. I recognize that due to the circumstances

of foreign travel and foreign study programs, normally applicable procedures for notice, hearing and appeal in student disciplinary proceedings may not be practicable and therefore may not apply. I explicitly waive all claims based on alleged inadequate disciplinary procedures.

- e. If I am excluded from the program, I consent to being sent home at my own expense with no refund of fees or expenses. I further understand that I may be subject to further disciplinary, civil and/or criminal action upon my return to UNCW.
- f. I also recognize that if my behavior is determined to be detrimental to or incompatible with the interest, harmony and welfare of UNCW, or program or program participants, my acceptance of responsibility, my waiver of process and my consent to being sent home also apply if I engage in such detrimental or incompatible behavior.
- g. I agree that I am fully responsible for any legal problems that I have. I also agree that I am responsible for any encounters that I have with any foreign government or any individual. I understand and agree that UNCW is not responsible for providing any assistance under such circumstances.

9. PROGRAM CHANGES

I understand that the program is subject to modification or cancellation because of natural disasters, political instability, insufficient participation or other causes. I further understand that if one of these occur, I may not have any fees or expenses refunded. I further understand that program fees and charges are based on current airfares, lodging rates and travel costs, which are subject to change and for which I am responsible. I further understand that if I leave or am excluded from the program for any reason there will be no refund of fees paid or expenses incurred. I further agree that if I lose connections or become detached from the program group or if I become sick or injured, I will at my own expense contact and reach the program group.

10. REFUND POLICY

I have read and understand the UNCW Education Abroad Program Refund Policy (<http://uncw.edu/policies/documents/03.520EducationAbroadRefund.1may2009.pdf>). I also understand that submission of my application and payment of the education abroad application fee/deposit represents my commitment to participate on the program and pay any corresponding UNCW education abroad program fee. I further understand that if I withdraw from a program prior to making payment of the program fee, I will still be responsible for paying any portion of the program fee that has already been paid or committed on my behalf, thus nonrefundable.

11. OTHER EXPENSES OR INSURANCE

I understand that I am responsible for my own accident, travel, baggage, missed flight and life insurance coverage. I also understand that I am responsible for all debts and expenses I incur abroad other than those covered by the required program fees.

12. ACKNOWLEDGEMENT OF MY RESPONSIBILITY AND ASSUMPTION OF RISK

I fully understand that this program will expose me to many risks associated with foreign travel and participation in a program abroad. I fully accept this possibility of risks and assume all risks associated with this program. I therefore agree to release, hold harmless, discharge and indemnify, the UNC Board of Governors, UNCW officials, employees, agents and volunteers from any present or future liability, claim or demand that may be asserted in connection with (a) emergencies, accidents, illnesses, injuries or other consequences or events arising from my participation in the program, (b) any cause, event or occurrence beyond the direct control of UNCW or its agents including, but not limited to, natural disasters, wars, civil disturbances, terrorist acts or the negligence of other persons, and (c) events or occurrences caused by my behavior or conduct while traveling or participating in the program. Further, I understand and agree that this acknowledgement, discharge, hold harmless agreement, release, indemnification and assumption of risk

shall be binding on me, my heirs, my assigns, members of my family, my executors and administrators and my personal representatives.

13. VOLUNTARY ACKNOWLEDGEMENT

I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement; I have the right to consult with the advisor, counselor or attorney of my choice.

14. INTERPRETATION OF AGREEMENT

I agree and acknowledge that the laws of North Carolina govern this agreement and that North Carolina shall be the forum for any lawsuit, hearings or adjudications filed under or incident to this agreement or to the program. I further agree that should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement shall remain in full force and effect.

I have carefully read, understand and fully agree with this agreement. This agreement represents my complete understanding with UNCW concerning UNCW's or its agents' responsibility and liability for my participation in the program. This agreement supersedes any previous or contemporaneous understandings I may have had with UNCW or its agents, whether oral or written. I represent that I am at least eighteen years of age or if not that I have secured below the signature of my parent or guardian as well as my own.