Utah State University
Informed Consent to Participate and
Waiver of Liability Spring 2013

1. In consideration of my being allowed to participate in a Utah State University Partner Program, I, ____________________________, declare and agree to the following terms and conditions contained in this Agreement: That I have been informed and fully understand that my participation in this activity, during the period Spring 2013, may involve exposing myself to risk, serious injury and/or death arising out of the travel, and excursions including, but not limited to injury arising out of airplane travel, vehicular accidents, malfunction of equipment, entry into dangerous or defective premises, and possible health dangers, etc. I will read all program information including the academic courses, locations, accommodation, and travel descriptions. I understand that USU has contracted for medical and evacuation insurance provided by SOS International and the Nationwide Life Insurance Company for USU students in a Utah State study abroad program. I must access www.internalsos.com and complete an Emergency Record Profile. I must also access http://www.usu.edu/riskmgmt/RM%20Web%20-%20NEW%20Foramt/pdf/International%20SOS%20Travel%20Application.pdf and complete the International SOS Insurance Application.

2. The information I provide in the SOS record is confidential and would only be used in the event of a medical emergency. I will also carry my SOS ID card with me which includes a 24 hour access number. I understand that this program insurance coverage will be in effect for the specified program dates and will not be in effect during any personal travel abroad pre or post program dates. I must read and know the limits of this insurance coverage. I will be responsible for any payments at time of service abroad, and must submit an insurance claim to receive any reimbursements for services received. This insurance is not valid upon my reentry to the US/home country.

3. To the best of my knowledge, I warrant that I am in good health and suffer from no condition that would affect my ability to participate in this study abroad program. The pace of the program may be physically and emotionally demanding and I must be ready to engage in all facets of the program. I understand some of these physical risks involved in this program include, but are not limited to those described above. I understand that it is my responsibility to consult with the appropriate medical professionals with regard to what immunizations are appropriate for the program.

4. In consideration of permission to participate in the program specified above, I hereby covenant not to sue and do release Utah State University, its employees, trustees, agents and volunteers (hereinafter referred to as Releases) from any and all liability, claims, demands, and action whatsoever related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, as a result of my participation in this program, whether caused by the releases or any other participant in the program. I voluntarily assume full responsibility for any risks of loss, property damage, personal injury, including death that may be sustained by me, as a result of participation in this program.

5. I have read the Utah State University Student Code particularly Articles II, V, and VI, and agree to abide by all applicable articles of the student code while participating on this program. It is also agreed that Utah State University reserves the right to terminate my continuation in the program for failure to maintain program standards and abide by applicable articles in the Student Code, or if the directors/administrators/professors deem that his/her acts of conduct are detrimental to or incompatible with the interests, harmony, comfort, or welfare of the program as a whole. In the event this latter should occur, the Director/Administrator will notify me in writing. NO REFUND WILL BE GIVEN. Furthermore, Utah State University assumes no responsibility for any problems incurred by any participant under local Civil law. In the event a participant is forced to leave the program because of an infraction of local laws, or voluntarily decides for personal reasons to leave the program before the end date, NO REFUND WILL BE GIVEN. If a person fails to complete the program for any of the above reasons, there may be only partial or no credit given.

6. It is further agreed that if performance of the conditions and agreements as stated in this announcement must be altered, because of war, strikes, weather, government restrictions or regulations, act of God, or any like reasons, Utah State University shall have the right to make such alterations or cancellations of part or all the program as Utah State University deems necessary, and in such case, only those funds, not actually used or committed, will be refunded to me. The amount of refund to any individual, under such conditions, will be at the sole discretion of Utah State University.

7. It is further agreed that if a participant’s cancellation results from any of the conditions enumerated in this release, the provisions for this waiver, rather than the provisions of any other Utah State University documents concerning refunds and cancellation penalties, shall control refunds.

8. It is further agreed that USU has permission to take possess, publish or use in any manner, photographs of the participant, alone or with others, in any way deemed desirable by Utah State University at its sole discretion.

9. It is further agreed that all of the terms and conditions set forth in this WAIVER shall be deemed incorporated into and part of any contract between Utah State University and myself.

10. It is further agreed that I am free from any known physical or health problems that could prevent my participation in the activities associated with the program. Listed on the ACCEPTANCE form are known allergies and medical or physical conditions that may restrict my participation in the program.

11. I freely give my consent for treatment in the event of any personal injury, and for any emergency medical aid, anesthesia and/or operation to be administered to me, if in the opinion of the attending physician, such treatment is necessary. I also give my permission to Utah State University or its agents, to contact my named contacts, if I am involved in an emergency situation. I furthermore give Utah State University the right to share information about my participation in this study abroad program before, during or after the program with the named person(s) (on my study abroad application).

12. That I, the undersigned make this waiver and execute and agree to the conditions and terms hereof, with the knowledge and understanding that Utah State University and person making reservations for any flight or travel are relying on the mutual agreements, terms, and conditions...
hereof, and subject to all existing regulations of appropriate governmental agencies. I also agree that Utah State University will not be liable for any breach of contract by those providing travel or any accommodations.

13. That I, the undersigned, have been fully informed about the financial arrangements for this program, and agree to make payments as arranged with the Study Abroad Office, on or before the due dates for these payments. It is my responsibility to pay any remaining balance. All program payments are NON-refundable if I should cancel at another date. If financial aid will be used for all or part of my program fee, I authorize Utah State University to apply these funds at their discretion for all, part, or the remainder of the program fee due. It is my responsibility to sign all necessary documents related to financial aid and arrange for the disbursement of these funds prior to my departure.

14. Each party to this Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

15. That I am at least 18 years of age, am under no obligation to participate in this program and it is not required by Utah State University or any class, and I am participating voluntarily. I also take full responsibility for any spouse or dependent who would be allowed to accompany me during the study abroad period.

16. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement does not constitute a waiver of any of the provisions or requirements of the Government Immunity Act, Utah Code, Ann. 63G, Chapter 7 et seq.

19. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

SIGNED this _____________ day of ______________, in the year ____________, at __________, Utah.

_________________________________________  ________________________________
Signature of applicant                        Utah State University Representative Signature

_________________________________________  ________________________________
Printed name of applicant                     Printed name of USU representative