



University of Pittsburgh

*University Center for International Studies
Study Abroad Office*

802 William Pitt Union
3959 Fifth Avenue
Pittsburgh, PA 15260
412-648-7413
Fax: 412-383-7166
www.abroad.pitt.edu

This Participation Agreement (“Agreement”) is entered into by and between the University of Pittsburgh - Of the Commonwealth System of Higher Education (“UNIVERSITY”) and _____ (“I”, “MYSELF”, “ME”), being a registered student, for the participation in a University Program Abroad (“PROGRAM”).

With the intent to be legally bound, the UNIVERSITY and I agree to the following:

1. STUDENT Responsibilities and Acknowledgements

- a. I agree to complete all academic, logistical, conduct, health and travel prerequisites no later than 30 days prior to departure.
- b. I acknowledge that I have read, understand, have signed, and will comply with the UNIVERSITY’s Study Abroad Code and specific PROGRAM Materials available at www.abroad.pitt.edu and at the Study Abroad Office.
- c. I agree to participate fully in the PROGRAM by attending orientation, classes, remaining at the PROGRAM location for the full academic term, carrying at least the designated course load, and completing all examinations; and/or participate in fully in any approved internship or not-for-credit activity.
- d. I acknowledge and understand that if I take courses without receiving prior approval from my academic advisor the class credits may not be applied to my degree requirements.
- e. Conduct while abroad is governed by all UNIVERSITY policies and procedures as well as any PROGRAM location’s rules and regulations. I agree not to violate any UNIVERSITY policy, including but not limited to the Study Abroad Code, or any host location’s regulations while abroad.
- f. I agree to abide by the laws and customs of the host country as well as any other country I visit while abroad.
- g. I acknowledge and agree that I am solely responsible for obtaining a valid passport, all applicable entry visas, endorsements, and other documents that the host country may require.
- h. Unless otherwise specified in the PROGRAM Materials, I am solely responsible for all travel arrangements and costs associated with the PROGRAM, including but not limited to airfare, airport transfers, and ground transportation.
- i. I understand that if I choose to travel independently and/or engage in recreational activities, sports, tours, or any other activities during free time and outside of organized PROGRAM activities that such activities will not be supervised by the UNIVERSITY, and that the UNIVERSITY shall have no responsibility or liability

for any injury, damage or loss suffered by ME during such periods of independent travel or activities.

- j. I agree to receive vaccinations and prophylaxis in accordance with the Center for Disease Control (CDC) recommendations of the host country and local provider prior to travel and documentation of such.
- k. Where significant health issues or chronic medical issues exist or when such arise, I agree to provide the UNIVERSITY with information about my health condition, such as medical certification, and to engage in an interactive process, so that the UNIVERSITY may determine whether I am medically able to participate in the PROGRAM and/or assist me as a STUDENT in finding an alternate program, if available.

1. STUDENT Financial Responsibilities and Acknowledgements

- a. I assume full financial responsibility (100% of the PROGRAM Costs and Fees as outlined in the PROGRAM Materials) for the Study Abroad PROGRAM upon execution of this Agreement.
- b. All PROGRAM Costs and Fees, including any non-refundable deposit are due on the dates specified in the PROGRAM Materials.
- c. I acknowledge that in the event I withdraw from the PROGRAM at any time after execution of this Agreement I am responsible for all PROGRAM Costs and Fees and should not expect a refund. In addition, I acknowledge that I may also have to return any scholarship or financial aid money received from the UNIVERSITY. In the event I withdraw from the PROGRAM due to involuntary military service or a documented medical issue, the UNIVERSITY will assist me in seeking a refund from the host program, to the extent a refund is available.
- d. I am solely responsible for all additional expenses while in the host country.
- e. I also assume all risk, responsibility, and cost for medical needs, hospitalization and/or personal liability not covered under the insurance provided by the UNIVERSITY.

2. UNIVERSITY Responsibilities and Acknowledgements

- a. I will receive the UNIVERSITY's assistance in registering for the PROGRAM.
- b. The UNIVERSITY will make my housing arrangement unless otherwise specified in the PROGRAM Materials.
- c. Subject to UNIVERSITY policy, the UNIVERSITY will assign credit for academic work upon MY successful completion of the PROGRAM.
- d. The UNIVERSITY provides the following insurance coverage: health, accident, and hospitalization coverage, medical evacuation coverage and repatriation of remains coverage. I am responsible for reviewing the coverage provided by the University to determine the limitations of coverage.
- e. I am solely responsible for obtaining any additional insurance while abroad.

3. Cancellation and Dismissal

- a. The UNIVERSITY has the right to make cancellations, changes, or substitutions to the PROGRAM at any time in the event of emergency, changed condition, failure by myself to finish prerequisites, or in the best interest of the PROGRAM. In no event will the UNIVERSITY reimburse ME for cancelled or changed transportation, related fees, or penalties, if the reason for the cancellation is out of the UNIVERSITY's control, e.g. natural disaster, political unrest, health or safety emergency, acts or threats or violence against Americans or terrorism.
- b. The UNIVERSITY, at its sole discretion may immediately dismiss me from the PROGRAM, including prior to departure for any violation of this Agreement, including but not limited to reasons related to academic, disciplinary or legal issues. I acknowledge that should this occur, I must vacate the PROGRAM and host country, including any sponsored housing, immediately. Once dismissed I am no longer covered by the University's insurance policies. I shall be solely responsible for all travel and logistic arrangements in departing the host country and shall remain responsible for all PROGRAM Costs and Fees.

4. FERPA Waiver

- a. I authorize the UNIVERSITY to release to my parent(s) or legal guardian(s), PROGRAM administrators, and representatives of third party PROGRAM providers my educational and other records, including but not limited to my contact information, health information, academic record, financial information, and general information related to the PROGRAM at the UNIVERSITY's discretion. I understand the purpose of this release is to provide academic, health, welfare, safety and other information to my parent(s)/legal guardians, and also to provide representatives of third party providers and PROGRAM representatives such relevant information so they make academic, health, safety and other decisions and appropriately administer the PROGRAM. This consent will remain in effect until the official end date of the PROGRAM or by my revocation in writing, delivered to the UNIVERSITY of Pittsburgh's Study Aboard office in 802 William Pitt Union, Pittsburgh, PA 15260.

5. Medical Treatment Authorization

- a. I acknowledge that I have consulted with a medical doctor regarding personal medical needs and there are no physical or mental health-related reasons to preclude participation from the PROGRAM.
- b. I acknowledge that on rare occasions an emergency may develop in which I would require the administration of medical care, hospitalization, or surgery. I authorize the UNIVERSITY, PROGRAM faculty and staff and its representatives(s) to secure any necessary treatment deemed appropriate, including administration of anesthetics and/or surgery.
- c. I acknowledge that medical care abroad may vary in quality and availability from medical care and services in the United States.

- d. I am solely responsible for my health and safety while participating in the PROGRAM and while engaged in independent travel during the PROGRAM dates.

6. Assumption of the Risk and Release of Claims

- a. I understand and accepts that there are significant risks inherent in travel and study abroad including, but not limited to such things as war, quarantine, civil unrest, public health risks, criminal activity, terrorism, exposure to communicable diseases, ill effects of unfamiliar food and water, incidents related to ground, air or water transportation, adverse weather conditions, accident, injuries or damage to property, and other physical, mental and emotional injury.
- b. I state that my participation in this PROGRAM or activity abroad is wholly voluntary.
- c. **RELEASE FROM LIABILITY: I UNDERSTAND I AM SOLELY RESPONSIBLE FOR MY SAFETY AND ASSUME RESPONSIBILITY FOR ALL RISKS ASSOCIATED WITH PARTICIPATION IN THE STUDY ABROAD PROGRAM. I RELEASE, HOLD HARMLESS AND PROMISE NOT TO SUE THE UNIVERSITY, ITS TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS FOR ANY AND ALL LIABILITY, CLAIMS, COSTS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO THE STUDENT (INCLUDING DEATH) OR FROM DAMAGE OR LOSS TO PROPERTY IN CONNECTION WITH MY PARTICIPATION IN THE PROGRAM. I UNDERSTAND THAT THIS WAIVER AND RELEASE COVERS LIABILITY, CLAIMS, COSTS OR ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURE TO ACT OF THE UNIVERSITY (OR ITS TRUSTEES, EMPLOYEES, OR AGENTS), INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE BY THE UNIVERSITY.**
- d. I recognize that this waiver and release means I am giving up, among other things, rights to sue the UNIVERSITY for injuries, damages, or losses I may incur.
- e. I also understand that this waiver and release binds my heirs, executors, administrators, and assigns.

7. Additional Terms

- a. **Governing Law:** This agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles, and any dispute relating to this Agreement that is unable to be informally resolved by the parties shall be heard in state or federal court in Allegheny County, Pennsylvania, to which parties consent to personal jurisdiction.
- b. This Agreement represents the entire understanding of the parties with regard to the subject matter, and may not be modified, assigned, or amended except by a signed written agreement of the parties.
- c. I authorize the UNIVERSITY of Pittsburgh to use statements made by them or photographs and video footage of them for publicity and advertising purposes.

- d. I agree that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of this agreement will remain in full force and effect.
- e. This agreement represents the complete understanding between the UNIVERSITY and ME. It supersedes any previous or contemporaneous understandings and cannot be changed or amended in any way except in writing. I am signing this agreement knowingly and voluntarily. I understand its contents and has had a reasonable opportunity to consult with an attorney about its terms and conditions. If I do not desire to sign this agreement, I understand that I may not register through the UNIVERSITY. In the event that I directly enroll elsewhere, credit transfer, international travel insurance, the use of scholarships, grants, loans, and financial aid emanating from the UNIVERSITY is not guaranteed.

Study Abroad Participation Agreement

WHEREAS INTENDING TO BE LEGALLY BOUND HEREBY, I AFFIX MY SIGNATURE HERETO:

Student Name (please print)

Signature of Student

Date

*IF STUDENT PARTICIPANT IS UNDER THE AGE OF 18,
THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED BELOW*

I certify that I have read this form, understand the provisions thereof and intend to be legally bound hereby.

Name of Parent or Guardian (please print)

Signature of Parent or Guardian

Date

*This original and executed document and associated materials must be submitted to the Study Abroad Office prior to your departure for your study abroad program (refer to deadline on the attached coversheet). **Photocopies, faxes, and/or scans are not acceptable.** Make a copy of this document for your own reference prior to submitting it to the Study Abroad Office.*