

# **THE USI EDUCATIONAL TOUR PROGRAM**

## **PARTICIPATION AGREEMENT AND RELEASE**

The parties to this Tour Participation Agreement and Release are

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(Participant)

### **PARTICIPANT RESPONSIBILITIES**

Participant understands and agrees that in addition to USI policies and procedures, Participant will obey all rules, regulations, and laws of the respective countries to be visited, and all travel regulations, any rules or precautions issued by USI, its representatives or by any associated institutions or organizations or the United States government. The USI Code of Student Behavior 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. Participant also understands that in the sole discretion of the Program representative, a violation of the above may result in an immediate expulsion from the Program and any additional costs incurred as a result will be the responsibility of the Participant.

Participant understands and agrees to attend and participate in all excursions that are a part of the Program. Participant understands that failure to do so will result in a reduction of grade including the possibility of course failure.

It is understood and agreed that should Participant elect to remain overseas at the location of the Program or elsewhere after participation in the Program, USI will cease to act as a sponsor for Participant. Should Participant drop out of the Program voluntarily or involuntarily, USI will cease to act as a sponsor for Participant. In both of the foregoing events, this Release shall remain in full force and effect.

Participant understands and agrees that foreign travel may be dangerous and Participant expressly assumes the risks involved in such travel.

All Participants are considered adults and are expected to take responsibility for their actions while taking part in the Program. As adults, any activities that a participant takes part in, whether as a part of a Program or separate from the Program, will be considered to have been done with their approval and understanding of any and all risks involved. Neither USI nor its faculty assumes any responsibility to supervise the Participant's conduct. (Participants under 18 and/or considered dependents of their parents or guardians are solely responsible for giving all background or other relevant information about the Program to their parents or guardians.)

Participant understands the Participant's medical insurance may not provide coverage outside the United States and represents the Participant has either verified coverage or has obtained medical coverage. Participant agrees to be responsible for any medical services that may be provided.

Participant understands and agrees the University of Southern Indiana reserves the right to cancel any Program in the case of an emergency beyond its control or to cancel Programs or substitute classes due to low enrollments or unavailability of faculty or facilities.

## **RELEASE OF CLAIMS**

In consideration of USI accepting Participant into the Program, Participant hereby releases USI, its officers, trustees, faculty, employees, agents and representatives (hereafter "released parties") from any and all claims and voluntarily waives any and all liability which may arise from any cause whatsoever while the Participant is taking part in the Program, any excursions and any activity incidental to the Program. The Participant further releases the released parties from responsibility for and voluntarily waives any and all claims related to and any and all liability for any accident, illness or injury, wrongful death, property damage, or other consequence arising or resulting directly or indirectly from participation in the Program. This release also binds the Participant's parents, siblings, heirs, executors, successors and assigns.

The Participant recognizes and agrees that the released parties assume no responsibility for any liability, damage or injury that may be caused by Participant's negligence or willful acts committed related to or during participation in the Program, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person.

Participant hereby agrees to indemnify and hold harmless the released parties from any loss or liability whatsoever including reasonable attorney's fees, caused by any act or omission of Participant resulting from direct or indirect participation in the Program.

Participant agrees participation in the Program is sufficient consideration for the Release.

## **GENERAL PROVISIONS**

It is understood and agreed that if any provision of this Release or its application is held invalid, the invalidity shall not affect other provisions or applications of this Release which can be given effect without the invalid provisions or applications and to this end the provisions of this Release are declared severable.

This Release shall be construed in accordance with and governed by the laws of the State of Indiana.

The language of all parts of the Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

This Release is the entire, complete and only agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other, or relied upon, and no consideration has been offered or . promised other than as may be expressly provided herein. This Release supersedes any earlier written or oral understandings or agreements between the parties.

## **ACKNOWLEDGMENT**

I have read this three-page Study Abroad Participation Agreement and Release and understand its meaning and effect. I knowingly and voluntarily agree to its terms. By signing it, I am giving up legal rights and remedies which may be available to me and am assuming the Participant Responsibilities stated above.

DATE: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_

**PERSONAL DATA FORM  
USI TOUR PROGRAM PARTICIPATION**

**Participant Information**

-Full Name: \_\_\_\_\_  
-Social Security Number: \_\_\_\_\_  
Date of birth: \_\_\_\_\_, -Place of Birth: \_\_\_\_\_  
Local Mailing Address: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Local Phone Number: \_\_\_\_\_  
Permanent Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Permanent Phone Number: \_\_\_\_\_

**Passport Information**

Passport Number: \_\_\_\_\_  
Country of Passport: \_\_\_\_\_  
Passport Issue Date: \_\_\_\_\_  
Passport Expiration Date: \_\_\_\_\_  
Passport Issue Place: \_\_\_\_\_

**Emergency Contact Information**

Mother's/Guardian's Name: \_\_\_\_\_  
Mother's Address: \_\_\_\_\_  
Mother's Home Phone: \_\_\_\_\_  
Mother's Email Address: \_\_\_\_\_  
Mother's Work Phone: \_\_\_\_\_  
Father's/Guardian's Name: \_\_\_\_\_  
Father's Address: \_\_\_\_\_  
Father's Home Phone: \_\_\_\_\_  
Father's Email Address: \_\_\_\_\_  
Father's Work Phone: \_\_\_\_\_

**Name (in full) of Emergency Contact Person (if different from above):**

Relationship of Emergency Contact to Participant: \_\_\_\_\_  
Emergency Contact Address: \_\_\_\_\_  
Emergency Contact Home Phone: \_\_\_\_\_  
Emergency Contact Work Phone: \_\_\_\_\_  
Emergency Contact Email Address: \_\_\_\_\_

