



## Liberty University Study Abroad Disclosure and Waiver of Liability

### I. ACADEMIC CONDITIONS.

Credit-bearing international programs approved by LU are not travel tours. While travel during free time may be educational, LU does not grant academic credit for travel. International study programs are strictly academic in nature, and students must invest at least the same amount of time and effort in the foreign course as would be required for courses of a comparable level at LU. Travel on weekends and holidays must not conflict with scheduled lectures or classes. Students are responsible for making travel plans that will permit them to attend all regularly scheduled class activities and field trips.

- A. Application Process.** College officials consider a variety of academic, behavioral, financial and safety matters in evaluating the appropriateness of an individual's request to participate in the study abroad program (herein the "Program"). LU reserves the right to decline any application. The undersigned authorize(s) the release of all of the applicant's academic and disciplinary records to the person designated by LU to be responsible for the study abroad program.
- B. Course Registration.** I have complied with LU's requirements to receive prior approval for all courses taken at the approved foreign institution through the Registrar's Office prior to leaving LU's campus.
- C. Program Participation.** The undersigned understand(s) that students enrolled in the Program are required to attend all scheduled classes, lectures, activities and field trips. This also includes mandatory attendance at pre-departure orientation sessions provided by LU.

### II. ASSUMPTION OF RISK

- A. Risks of Study Abroad.** The undersigned understand(s) that participation in the Program specified involves risks not found in study at the LU campus. These include risks involved in traveling to and within, and returning from, one or more foreign countries, and include, but are not limited to risks pertaining to: political, legal, social and economic conditions; local medical and weather conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and increased potential for theft of personal property, personal injury and death. It is the student's responsibility to consult the U.S. Department of State's Bureau of Consular Affairs website to gain information on all countries the student will be traveling through, to and from for purposes of: (i) making a decision of whether it is safe to engage in such travel, (ii) understanding the procedures for application for passport (iii) ascertaining specified Travel Alerts posted on the site, recommended immunizations and other medical safety precautions.
- B. Institutional Arrangements.** The undersigned understand(s) LU does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. The undersigned understand(s) and agree(s) that LU is not responsible for occurrences that are beyond its control.
- C. Independent Activity.** The undersigned understand(s) and agree(s) that LU is not responsible for any injury or loss a Program participant may suffer while he or she is traveling independently or is otherwise separated or absent from any LU Study Abroad Program activities.
- D. Health & Safety.**
1. The undersigned represent(s) and warrant(s) the Program participant has consulted with a medical doctor with regard to his or her personal medical needs. Program participants must provide LU with all medical data and any other personal information necessary to allow the participant to have a safe and healthy study abroad experience. The undersigned represent(s) and warrant(s) there are no physical or mental health-related reasons, problems or special dietary requirements or restrictions which preclude or restrict the applicant from safely participating in the Program.
  2. Comprehensive Health & Accident Insurance: The undersigned hereby represent(s) and warrant(s) that the Program participant has completed the HTH website application for Comprehensive Health & Accident Insurance and paid to HTH the requisite fees for HTH travel insurance and medical assistance program. Travel Insurance policy No. \_\_\_\_\_ effective date \_\_\_\_\_ is in the name of the Program participant. The policy lists all countries that the Program participant will be traveling to, through and from. The undersigned represent(s) and warrant(s) that the policy covers the Program participant adequately while outside of the United States of America. The undersigned promise(s) to report to LU's Study Abroad program personnel any physical or mental conditions that an applicant or Program participant may have that would in any way impact LU's decision to allow the applicant or Program participant to participate in or continue to participate in the Program. Such physical or mental condition must be reported no later than 30 days prior to departure. The undersigned agree(s) that the Program participant assumes all risk and responsibility for his or her medical or medication needs and the costs thereof. If the Program participant requires medical treatment or hospital care in a foreign country or in the United States during the Program, the undersigned authorize(s) LU to secure any care deemed appropriate. A separate Medical Authorization and Release must be signed prior to participation in the Program.
  3. The undersigned agree(s) LU (including the faculty member or other person responsible for leading the trip or supervising the Program, acting in his/her absolute discretion) may take any actions considered to be warranted under the

circumstances to protect the Program participant's health, safety or welfare or the health, safety or welfare of others participating in the Program. These actions may include removal of any participant from the Program or the removal of other Program participants. If any of the undersigned is removed from the Program, the undersigned agree(s) that he or she will be sent home at the undersigned's(s') expense with no refund of fees.

4. LU makes reasonable accommodations for students with disabilities who are otherwise qualified to participate in its activities and programs. However, the "Americans with Disabilities Act" does not govern accessibility standards in other countries. LU does not discriminate on the basis of disability in admissions for study abroad programs, but is not responsible for assuring accessibility in international locations and cannot guarantee that accommodation will be available. In order to address this concern, LU policy requires students with special needs who have been accepted into the Program and who require accommodation to self-identify their need for such an accommodation. The Director of Disability Services will meet with the student, sponsoring faculty and program representative to determine whether the student's needs can be accommodated. The self-identified student may also provide documentation of disability-related expenses for the program period to the Financial Aid Office, which may, upon review, increase financial aid eligibility.

#### **E. Standards of Conduct**

1. The undersigned understand(s) that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. The undersigned recognize(s) that behavior which violates those laws or standards could harm LU's relations with those countries and the institutions therein, as well as the Program participants' health and safety. The undersigned is/are aware that in the event the Program participant violates laws of the host country, he or she may place himself or herself in legal jeopardy, and that U.S. Standards of due process may not apply. The undersigned agree(s) the Program participant will become informed of, and will abide by, all such laws and standards for each country to or through which the Program participant will travel during the Program.
2. The undersigned agree(s) the Program participant will comply with LU's rules, standards and instructions for student behavior, including but not limited to the policies outlined in "The Liberty Way."
3. The undersigned agree(s) LU has the right to enforce the standards of conduct described above in its sole judgment, and that it may impose sanctions up to and including removal from the Program for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of LU, the Program, or other participants at any time prior to or during participation in the Program. The undersigned agree(s), due to the circumstances of the Program, procedures for notice, hearing and appeal applicable to student disciplinary proceedings on LU's campus do not apply. If a Program participant is removed from the Program, he or she will be sent home at the undersigned's(s') expense and with no refund of fees.
4. The undersigned agree(s) that the Program participant will not operate a motor vehicle of any kind while participating in the Program, and further agrees the Program participant will not engage in any of the following activities while participating in the Program (unless required by the Program and supervised by a certified instructor); scuba diving, skiing, mountain climbing, sky-diving, hang gliding, glider flying, parasailing, piloting an aircraft, bungee jumping and any other like activity normally considered to be ultra-hazardous, inherently dangerous or regarded as an extreme sport.
5. The undersigned will attend to any legal problems the Program participant encounters with any foreign nationals or government at the undersigned's(s') expense. LU is not responsible for providing Program participants with legal representation.
6. No Program participant may engage in independent travel without first obtaining approval from the LU staff overseeing the Program and informing such staff of his or her travel plans.

**F. Program Changes.** LU has the right to cancel the Program at any time prior to departure, in which case all monies paid will be refunded in full. It also reserves the right to cancel a Program in progress and to require all participants to return to the United States if it determines that conditions pose a heightened potential of danger to students. The undersigned understand(s) and agree(s) that LU may alter the Program's itinerary, travel arrangements or accommodations due to emergency or changed conditions, and the undersigned agree(s) to be responsible for additional costs caused by such alterations. The undersigned agree(s) LU's fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If a Program participant leaves or is removed from the Program, he or she will receive no refund of fees already paid. Refunds of charges are governed by LU policy under requirements of the State Council for Higher Education of Virginia. Students who alter their enrollment level, completely withdraw or drop their enrollment to below half-time are required to notify the LU Financial Aid Office immediately as a recalculation of aid eligibility or return to Title IV calculation may be required. The undersigned accept(s) all responsibility for loss or additional expenses due to transportation delays, necessary Program changes, sickness, weather, strikes or other unforeseen causes. If a Program participant becomes separated from the Program group or fails to meet a departure bus, airplane or train, the undersigned agree(s) he, she or they, jointly and severally, will, at the undersigned's(s') expense seek out, contact and reach the Program group at its next available destination.

**G. Agreement to Indemnify and Defend.** The undersigned each, jointly and severally, hereby releases, waives his or her rights to recover against, and agrees to indemnify and hold harmless LU, and all of its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers (hereinafter jointly referred to as the "Indemnitee") from and for any and all claims or causes of action for any losses, damages, property damage, property loss or theft, costs, complaints, personal injury, death or other loss arising from or relating to any one or more of the undersigned's' involvement in the Program. In the event any of the undersigned asserts any claims in contravention of this agreement, he or she shall be liable for the expenses and reasonable attorneys' fees and expert witness fees incurred by LU in defending the claims asserted.

**H. Waiver.** The undersigned each waive any and all claims that may arise against LU, and all of its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers as a result of his or her or participation in the Program, including but not limited to claims alleging negligence, gross negligence, and/or willful and wanton negligence. The undersigned further agrees to waive the protection afforded by any statute or law in any jurisdiction

whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is/are releasing unknown future claims.

**I. Covenant Not To Sue.** The undersigned each promises and agrees that he or she will not sue LU, or any of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers for any damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from any of the undersigned's illness, injury and/or death, released and waived in the two preceding paragraphs. The undersigned further agrees that LU may plead this agreement as a full and complete defense to any suit brought in violation of this promise.

**J. Agreements Not Limited by Actions of Liberty University.** The undersigned's(s') agreements and obligations under the three preceding paragraphs shall not be limited or reduced in any way because any of the losses, damages, property damage, property loss or theft, costs, complaints, personal injury, death or other loss, including those resulting from the any of the undersigned'(s') illness, injury and/or death, arise or result, in whole or in part, from the negligence of, or breach of any express or implied warranty or duty by LU, or any of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers.

**K. Agreement Binding on Representatives.** The undersigned enters into this agreement for himself or herself, and his or her heirs, assignees, subrogors, distributees, family members, heirs, next-of-kin, executors, personal representatives, administrators and successors of every kind.

**I have read this Study Abroad Contract carefully before signing it, and agree that it contains my entire agreement with LU as to my or my minor's participation in the Program. This agreement shall become effective only upon acceptance by LU of my application for the Program, and shall be governed by the laws of the Commonwealth of Virginia and venue for any dispute involving this Contract or the student's participation in the Program shall be Campbell County, Virginia.**

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Parent or legal guardian – if student is under 18)\*\*

\_\_\_\_\_  
Date

\*\*I am the parent or legal guardian of the Student, have read the foregoing Study Abroad Contract, and agree that I will be legally responsible for the obligations and acts of the Student, and I agree for myself and the Student to be bound by the terms of this contract.

**LIBERTY**  
UNIVERSITY™  
*Study Abroad*