

May Term Travel Course Behavior Contract Agreement Illinois Wesleyan University

This is a release of Legal Rights – read and understand before signing.

Name of Student: _____

Course: _____

I, _____ (student's name) will be participating in a cross-cultural May Term Travel Course (MTTC) in _____ (country) for May Term, _____ (year), offered by the Illinois Wesleyan University. I hereby agree as follows:

1. Risks of a MTTC

I understand that participating in a MTTC involves risks not found in study at the University. These risks include: traveling to and within, and returning from , one or more foreign countries, foreign political, legal, social, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; and other matters which may be described in brochures and other written information concerning the MTTC that I have elected and reviewed. I have made my own investigation and I am willing to accept these risks.

2. Independent Activity

Although IWU is sponsoring the course, I understand that neither the University nor any of the faculty directors or travel arrangers will be supervising me at all times. I will have the opportunity and the right to independently leave the group periodically, subject to the faculty director's requirements for participation in and attendance at classes and other activities that are a required part of the course. Therefore, I will be responsible for my own safety and cannot hold the University liable for any injuries to my person or property or any other losses as a result of my participation in the MTTC.

3. Institutional Arrangements

I understand that the University 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 MTTC. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University from any injury, loss, damage, accident, delay, or expense arising out of any such matters.

4. Early Departure

If I decide to leave the MTTC before completing my course of study, I will provide the University with advance written notice of my intention to leave the MTTC. If I leave the MTTC prior to its completion, the University has no liability to provide or arrange for transportation, housing, dining, or other services to me in connection with my early departure.

5. Standards of Conduct

- A. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior violating those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the MTTC.
- B. I will comply with all rules and regulations issued by the University, faculty directors, or any coordinating institution. It is within the faculty director's discretion to determine that my violation of such rules and regulations warrants my termination from the MTTC. **In that event, I may be sent home at my own expense.** I agree that the University has the right to enforce its rules and regulations, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the MTTC, for violating these rules and regulations or for any behavior detrimental to or incompatible with the interests, harmony, and welfare of the University, the MTTC, or other participants. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to students disciplinary proceedings at the University do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees. **I also agree that I will a) not buy, sell, or use drugs at any time, b) not engage in abusive use of alcohol, c) participate in all classes and scheduled activities unless ill, and d) abide by dress and cultural codes suitable in the countries visited.**

6. MTTC Changes

The University may, in its sole discretion, determine that the circumstances within a foreign country may require cancellation of the MTTC within that country. The University will provide me with as much advance notice as possible of its intention to cancel the MTTC in which I will participate. I also understand that the University, the on-site coordinators, or the foreign government may prematurely terminate the MTTC. I understand that the University's fees and MTTC charges are based on current airfares, lodging rates, and travel costs, which are subject to change. If I leave or am expelled from the MTTC for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, computer problems, or other unforeseen causes. If I become sick or injured, I will, at my own expense, seek out, contact and reach the MTTC at its next available destination. The University bears no liability for any losses or claims incurred by me in connection with my own early termination from the MTTC or the University's termination in its participation in the MTTC. If I decide to remain in the foreign country after receiving notice of the University's intent to terminate the MTTC, I bear complete responsibility and liability for my own care and safety.

7. Health and Safety

- A. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in this MTTC.
- B. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payments of medical costs while I participate in the MTTC. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care in the foreign country or in the United States during the MTTC, the University is not responsible for the cost or quality of such treatment or care.
- C. The University may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety. I thereby authorize the University and/or faculty director(s) to procure all necessary medical assistance while I participate in this MTTC and to authorize any competent medical person to do all things reasonably necessary to treat any injury or illness that occurs during my participation in the MTTC. I agree to pay all expenses relating thereto and release the University from any liability or any actions.

8. Assumption of Risk and Release of Claims

Knowing the risks described above, and in consideration of being permitted to participate in the MTTC, I agree on behalf of my family, heirs, and personal representatives to assume all the risks and responsibilities surrounding my participation in the MTTC. I and my heirs and successors and assigns agree to release, indemnify, and hold harmless the Illinois Wesleyan University, its past and present trustees, officers, employees, agents and heirs, successors and assigns of each from any and all loss, cost, damage, liability, or expense (including reasonable attorney’s fees) resulting in or arising from my participation in the MTTC (including periods in transit to or from and country where the MTTC is being conducted).

9. Program Charges

I am responsible for any and all required payments and charges applicable to the MTTC. I understand the MTTC’s cancellation policies and fees and agree to abide by them.

10. Health Insurance

I am insured for any medical expenses, which I may incur while I participate in the MTTC. This policy is with _____ and my policy number is _____.

I have carefully read this May Term travel Course Agreement before signing it. No representatives, statements, or inducements, oral or written, apart from the foregoing written statement have been made.

This Agreement shall be effective only upon receipt by the Illinois Wesleyan University, and shall be governed by the laws of the state of Illinois, which shall be the forum for any lawsuits files under or incident to this Agreement of to the MTTC.

Student Signature:	Date:
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I, (a) am a parent or legal guardian of the above student, (b) have read the foregoing Agreement (including such parts as may subject me to personal financial responsibility), (c) am and will be legally responsible for the obligations and acts of the students as described in this Agreement, and (d) agree for myself and for the student to be bound by its terms.

Parent/Guardian Signature:	Date:
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This signature is only necessary if the student is considered a dependent for federal income tax or financial aid purposes.