

# CSUB OFF CAMPUS ACADEMIC PROGRAMS

## Participant Agreement and Release

This document should be on CSUB letterhead clearly identifying the sponsoring school and department. Include the program title, destinations(s), academic quarter/year, beginning and ending dates of the program and the sections listed below. **Program specific details must be inserted under sections 4, 5, 7, 8, 9 and 11.** The off campus programs coordinator should hold the original agreement. The sponsoring department should hold a signed copy and a copy should be provided to the participant.

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**This is an assumption of risk and release of legal rights. Read and understand it before signing.**

### **#1 VOLUNTARY PARTICIPATION**

Participation in this Off Campus Academic Program is VOLUNTARY. Participation in this program is not mandatory for completion of degree requirements. The program director may access and review participant's student records.

### **#2 PARTICIPANT RESPONSIBILITIES**

All participants must execute the Participant Agreement and Release and Medical Disclosure and Waiver of Liability prior to participation in the program.

Each participant must obtain all necessary passports, visas, and health certifications for participation in the program. A photocopy of the passport must be provided to the group leader.

For international programs, participants must obtain health insurance through the CSU Study Abroad Health Insurance Program.

For domestic programs, participants must obtain and show proof of health insurance that meets or exceeds the CSU Domestic Student Health Insurance Plan and for which authorized providers are available in the region to be visited.

If the participant is a minor, a written statement must be signed by the parent or guardian authorizing the program Director to act on the participant's behalf in the event of a medical emergency.

The participant acknowledges and agrees that any logistical arrangements entered into by him/her to enable participation in the program are the sole responsibility of the participant. The University is not responsible for services, payments or guarantees provided pursuant to such arrangements.

### **#3 CONDUCT AND DISCIPLINE**

Each state or foreign country has its own laws and standard of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. Behavior, which violates laws or standards, could harm the University's relations with those states, countries and institutions, as well as the health and safety of participants. Each participant is responsible for becoming informed of and abiding by laws and standards for each country to or through which they will travel during the program.

Participants are responsible for complying with the University's rules, standards, and instructions for behavior. Any violation of standards of conduct could lead to sanctions being imposed that are consistent with CSU Student Discipline Policies and Procedures, including, but not limited to suspension or expulsion for the program.

Participants are personally responsible for attending to any legal problems they encounter including those with foreign nationals or governments. The University is not responsible for providing any assistance under such circumstances.

### **#4 ACADEMIC PROGRAM**

Describe the instruction and materials as well as the classroom setting and equipment to be used. Specify what will be provided on the student's behalf.

### **#5 SUPPORT PROGRAM**

Provide details pertaining to transportation, housing, food, and trips that are included in the program. Specify what will be provided on the student's behalf.

### **#6 SERVICES NOT PROVIDED**

The University is not furnishing, is not responsible for and assumes no liability in connection with matters other than academic instruction and the logistical services listed above. The University is not furnishing, is not responsible for and makes no guarantee of safety of participants or elimination of all risks from the environment. The University is not responsible for and assumes no liability for monitoring or control of the daily personal decisions, choices and activities of the individual participants. The University is not responsible for and assumes no liability for: the safety of personal property; prevention of participants from engaging in illegal, dangerous or unwise activities; the actions of persons not employed or otherwise engaged by the University; events that are not part of the program or that are beyond the control of the University; or assurances that home-country culture values and norms will apply in the host country.

### **#7 UNIVERSITY FEES**

List fees to be paid to the University itemized by service.

### **#8 ADDITIONAL STUDENT FEES**

List fees to be paid by the student directly to service providers or agents.

## **#9 TOTAL FEES**

Provide a total cost.

## **#10 PROGRAM CHANGES**

Program fees are based on current airfares, lodging rates, and travel costs which are subject to change. The University has the right to make cancellations, substitutions or changes in case of emergency, changed conditions or as needed in the best interest of the program. Participants accept responsibility for loss or additional expenses caused by delays, changes in the means of transportation or other services, sickness, weather, strikes, or other unforeseen causes.

## **#11 REFUNDS**

Define the policy that will be applied to withdrawal / expulsion from or cancellation of the program.

## **#12 INDEPENDENT ACTIVITY AND TRAVEL**

The University is not responsible for any injury or loss participants may suffer when acting or traveling independently or if otherwise separated or absent from any University supervised activities. This includes but is not/limited to free time during the program.

If a participant becomes detached from the group, fails to meet a transport departure or becomes sick or injured, they are responsible for contacting and rejoining the program group at their own expense.

## **#13 ASSUMPTION OF RISK**

Participation in this program involves risk not found in study at the University. Risks may include: traveling to, from and within one or more foreign countries; variability of foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; different standards for sanitation, and variability of weather conditions. Other risks include: illness, bodily injury, death, property loss or damage, kidnap, extortion, and incarceration.

Participation in this program requires air travel. Air travel involves risks and could result in damage to property, injury to persons and death. The California State University assumes no liability for damage, injury, and death, which may occur during air travel required by participation in this program.

## **#14 RELEASE OF CLAIMS**

The University does not represent or act as an agent for and cannot control the acts or omissions of the host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the program. The University is not responsible for matters that are beyond its control.

Knowing the risks described in this agreement, and in consideration of being permitted to participate in this voluntary program, I agree, on behalf of my family, heirs, and personal representatives, to assume all the risks and responsibilities surrounding my participation in the program.

I hereby waive all claims or causes of action against the State of California, the Trustees of the California State University, California State University Bakersfield, its auxiliary organizations, and the officers, directors, employees and agents of all of them arising out of my participation in this activity collectively referred to as "the State". I hereby release, hold harmless and discharge the State from all liability in connection therewith.

**#15 SOLE AGREEMENT**

This Participant Agreement and Release and the Medical Disclosure and Waiver contain the sole and entire agreement between the University and participant and shall supersede any and all other agreements between the parties.

**I read this Participant Agreement and Release Form before signing it. No other representations, statements, or inducements, oral or written, have been made. I acknowledge that I have received a complete copy of this agreement.**

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Name of Emergency Contact

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Phone Number \_\_\_\_\_

I am the parent or legal guardian of the participant and have read the Participant Agreement and Release including portions that may subject me to personal financial responsibility. I will be legally responsible for the obligations and acts of the participant as described in this Participant Agreement and Release and agree, for myself and for the participant, to be bound by its terms. I acknowledge that I have received a complete copy of this agreement.

\_\_\_\_\_  
Signature of parent or guardian if participant  
is less than 18 Years old

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

Address \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_