



STUDY ABROAD PROGRAM
GENERAL WAIVER AND RELEASE AGREEMENT
(for use with non-FGCU programs)

I, _____, am a student at FLORIDA GULF COAST UNIVERSITY ("the University") and have agreed to participate in a study abroad program ("the Program") through the host organization _____ ("Host"), in the country of _____ during the time period _____. In consideration for participating in the Program, I hereby agree and represent that:

- 1. I have or will secure health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program, including but not limited to costs related to medical evacuation or repatriation. I have confirmed that my insurance coverage will adequately cover me while outside of the United States, and I hereby release The Florida Gulf Coast University Board of Trustees, the State of Florida, and their respective officers, employees, representatives and agents ("Releases") from any responsibility or liability for expenses incurred by me, my family, heirs or estate, relating to injuries or illnesses (including death) that I may incur while participating in the program.
2. I understand that the Host and the Program are independent operators and they are not sponsored by or affiliated with the University in any manner. The University has no control over the Host, its Program, itinerary, travel arrangements or accommodations.
3. I understand that the Host may reserve the right to decline to retain me in the Program at any time should my actions or behavior, in sole discretion of the Host, impede or obstruct the progress of the Program in any way.
4. I understand that the University is obligated to grant me academic credit only for programs that the University has agreed in writing to accredit and for which I have fulfilled the academic requirements.
5. I understand that there are unavoidable risks in travel overseas, and I hereby release and promise not to sue the Releases from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature that I may have or that may accrue to me, arising out of or related to any loss, damage or injury, including but not limited to suffering and death, that may be sustained by me or any property belonging to me, whether caused by negligence or carelessness of the Host or the Releases, or otherwise, while in, on, or in transit to or from the premises or location where the Program or any adjunct to the Program occurs or is being conducted. It is my express intent that this Agreement will bind members of my family and spouse, if I am alive, and my estate, family, heirs, personal representatives, or assigns, if I am deceased, and will be deemed as a release, waiver, discharge and covenant not to sue Releases from any claim by me or my family, arising out of my participation in the Program. I further agree to save and hold harmless, indemnify, and defend Releases from any claim made by me or my family, arising out of my participation in the Program.
6. I understand that I am going to another country and that the laws, rules and regulations that apply to my behavior may be different than those regulating conduct in the United States. I agree that I will act in accordance with the laws, regulations and rules of the country and that any violation may result in the immediate termination of my participation in the Program.
7. I understand that I am solely responsible for obtaining all documents necessary for travel including but not limited to a passport or visas.
8. I understand that, under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"), and Section 1002.22, Florida Statutes, the University is required to keep confidential various types of student records. I also understand that certain people may want to know about my whereabouts and condition when I am participating in the Program. For that reason, I hereby waive my confidentiality rights as they relate to my whereabouts and condition and authorize the University to disclose such information to (check as appropriate):
My Parent(s): _____
My Spouse: _____
Other(s): _____
9. 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.
10. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that prior to signing this Agreement, I have the right to consult with the adviser, counselor, or attorney of my choice.
11. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, venue will lie in Lee County, Florida, and the cause of action will be determined in accordance with the laws of the State of Florida and the United States of America.
12. This Agreement represents my complete understanding with the University concerning the University's responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral, and cannot be changed or amended in any way without the written concurrence of both parties.
13. I represent that I am at least eighteen years of age or, if not, that I have secured below the signature of my parent or guardian as well as my own.

ACCEPTED:

Signature of Participant

Date

Signature of Parent/Guardian (Required if Participant is less than 18 years of age)

Date