



FLORIDA GULF COAST UNIVERSITY STUDY ABROAD PROGRAM
GENERAL WAIVER AND RELEASE AGREEMENT
(for use with FGCU programs)

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

- 1. 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.
2. 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 and 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, representatives, employees 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.
3. I understand that although the University will attempt to maintain the Program as described in its publications and brochures, the University reserves the right to change the Program, including the curriculum, course offerings, itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that the Releases will not be responsible or liable for any expenses or losses that I may sustain because of these changes.
4. I understand that the University reserves the right to expel me from the Program and/or accommodations at any time should my actions or behavior, in the sole discretion of the University or faculty leader, impede or obstruct the progress of the Program in any way or endanger myself, other participants, faculty or staff. In such event, I agree that I remain fully responsible for the entire cost and expenses related to the Program and/or accommodations and that I will not be entitled to any refund.
5. I understand that although the University has made every reasonable effort to ensure my safety while participating in the Program, 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 myself, the Releases, or third parties, 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 shall 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 shall be deemed as a release, waiver, discharge and covenant not to sue Releases from any claim by me, my family, heirs or estate, arising out of my participation in the Program.
6. I understand that the University will only grant me academic credit for programs that the University has agreed in writing to accredit and for which I have fulfilled the academic requirements.
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 education records. I also understand that certain people may want to know about my whereabouts and condition while 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 arising from or related to 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 _____