

**FLORIDA GULF COAST UNIVERSITY STUDY ABROAD PROGRAM
GENERAL WAIVER AND RELEASE AGREEMENT
for Participation in a Florida Gulf Coast University Study Abroad Program**

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 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 Florida Gulf Coast University Board of Trustees and its officers, representatives, employees and agents ("Releasees") will not be responsible or liable for any expenses or losses that I may sustain because of these changes.
2. I understand that the University reserves the right to dismiss 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 accommodations and that I will not be entitled to any refund. I understand that if I am dismissed I must immediately make arrangements to return to the United States and I understand that I will be responsible for all costs, including any airline fees, associated with returning to the United States. I understand that I must make all arrangements, including obtaining transportation to the airport, to return to the United States.
3. 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 Releasees 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.
4. 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.
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 Releasees 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 Releasees, 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 or 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 Releasees from any claim by me, my family, spouse, heirs or estate, arising out of my participation in the Program.
6. Further, I acknowledge that participation in extra-curricular activities, such as sporting, outdoor, social or cultural activities, that are not part of the Program, or travel unrelated to the Program is outside the scope of the Program and is not the responsibility of the University. I hereby represent and warrant that my participation in such extra-curricular activity is not required by the University, is not part of the Program, and is wholly voluntary. I understand and hereby acknowledge that I may face additional or increased risk of injury or death due to my participation in an extracurricular activities and may also be at risk of injury or death as a result of

civil unrest, violence, terrorism, crime, illnesses, kidnapping, or political instability by traveling away from the Program's location. I hereby assume, knowingly and voluntarily, each of these risks and all other risks that could arise out of my participation in extra-curricular activities or occur during my travel to, from, in or around the Activity. I hereby release and promise not to sue the Releasees 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 University or third parties, while in, at, on, or in transit to or from the premises or location where the extra-curricular activity occurs or is being conducted. It is my express intent that this Release 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 Releasees from any claim by me, my family, heirs or estate, arising out of my participation in the extra-curricular activity or travel.

7. 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.
8. I understand that I am solely responsible for obtaining all documents necessary for travel, including, but not limited to, a passport or visas.
9. 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 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): _____
10. 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.
11. 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.
12. 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.
13. 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.
14. I represent that I am at least eighteen years of age, or will be prior to participating in the study abroad program.

ACCEPTED:

[Student's Signature]

[Print Name]

University I.D. Number: _____

Date: _____