

## **BALDWIN WALLACE UNIVERSITY**

Statement of Responsibility and Waiver of Liability

I, \_\_\_\_\_\_ have voluntarily chosen to participate in a program facilitated by the Baldwin Wallace University - Explorations/Study Abroad Center. I understand that I am fully liable for all program fees and agree to abide by the following statement of responsibilities.

<u>Personal Risk-I</u> understand that there are inherent risks involved with international travel. I understand the nature of the program and have been given the opportunity to ask questions about the program and travel to and from the program. I understand that BW does not require me to participate, but I want to do so, despite any risks and despite this statement of responsibility, waiver and release ("statement").

<u>Insurance Coverage</u> - I understand that I will be charged for health and accident insurance as required to cover medical problems experienced outside the United States (program fees associated with faculty-led programs, include the cost of health insurance). I absolve BW from all responsibility and liability for any injuries, illnesses, claims, damages, charges, bills and/or expenses I may incur during the program, including travel to and from the program.

<u>University Policies</u> - I agree to abide by the standards of student conduct as published in the Baldwin Wallace Student Handbook. I understand that this code of conduct applies to all off-campus programs carrying BW academic credit or pre-approved transfer credit. <u>I understand that I serve as a Baldwin Wallace representative throughout my travels.</u> My actions and attitude will reflect upon myself and the institution and I may be subject to disciplinary action for violations to policies upon my return.

<u>Host Country Customs</u>- I will abide by the laws and customs of my host country, community, institution and program. I know that I need to be sensitive to the social mores of the host culture. I am also subject to the disciplinary codes and processes of the host institution.

Personal Conduct and Dismissal-The Explorations/Study Abroad Center, on-site program leaders or institutional administrators have the authority to establish rules of conduct necessary for the operation of the program during the entire period of the program, including but not limited to student's free time. The use of illegal drugs or other substances during the entire period of the program, including free time, is strictly prohibited (refer to attached Illegal Drug Use Policy). Should a program leader or institutional administrator decide that a participant must be separated from the program because of violation of the stated rules, for disruptive behavior (including if a student fails to participate in mandatory activities for whatever reason), or for any other conduct that might bring the program into disrepute or its participants into legal jeopardy, will be returned home and that decision will be final. Separation from the program will result in the loss of all academic credit. Persons dismissed from the program will remain responsible for all program costs incurred on their behalf, including the additional costs of returning home on the earliest available flight (for faculty-led programs, transportation to the airport will be arranged and the next possible flight to Cleveland will be booked and charged to the student's BW account). The Deans office and the student's parents/legal guardians will be notified of the student's removal from the program and provided with a return flight itinerary. If a violation occurs prior to the travel portion of the program, the University reserves the right to exercise its authority in removing him/her from the travel portion of the program.

- Probation: If a student has violated any Student Handbook policy and is placed on Conduct Probation as a sanction, the student will be dismissed from the program automatically and the removal will be final. \*See Cancellation/Refund Policy Below
- If a student has received a written warning or an educational assignment, then the student may appeal to the Explorations/Study Abroad Office. Explorations in conjunction with the program leaders, Dean of Students, and Student Conduct will determine the appropriate outcome.

<u>Travel Arrangements</u>-BW arranges flights and accommodations for faculty-led study tours only. I understand that any travel that I do independently on my own before, during or after the conclusion of the Program is entirely at my own expense and risk. If I am participating in a non-faculty tour, I am responsible for arranging and purchasing my own travel arrangements. Under no circumstance is BW responsible for fees and penalties assessed by air carriers or any other associated costs; for example luggage fees, change of ticket fees, etc. The University is not responsible for any injury or loss I may suffer when I am traveling or am otherwise separated from any University-sponsored activities.

Medical/Disability Disclosure, Treatment and Accommodations - I have fully disclosed and described any health, physical and/or psychological problems I may have on the health information form. Furthermore, I have fully documented any disabilities (physical, emotional, or learning) with Disability Services for Students (DSS) for which I anticipate needing accommodations (academic or otherwise) during my trip abroad as part of this program. I understand that if there are areas with which I anticipate having problems or if I have specific expectations that might make traveling abroad complex, it is up to me to meet and organize with DSS to secure appropriate accommodations. BW will attempt to provide me with equal access to the programs, material and information; however the University is not always able to make any guarantees for all circumstances I may encounter while abroad. In the event of illness or injury to me, I authorize any official representative of Baldwin Wallace

Updated: August 15, 2014

University or institution/organization in which I am enrolled to secure any required medical treatment on my behalf, and I accept all financial responsibility for such treatment.

<u>General Cancellation/Refund Policy</u>: If I withdraw or transfer from the program after accepting admission, I understand that notifying the host institution or program leader is not sufficient and that I must submit written notice to the Explorations/Study Abroad Center. A participant in any international program who cancels is subject to all pre-paid expenses for the program and a \$300 cancellation fee.

The University provides access to many unique programs in which students, or others, may enroll and participate throughout the world. This cancellation refund schedule is to be used only as a general guide as each individual program may have different requirements and refund schedules. If money, on your behalf, has been paid to another partner institution/organization, the University will request return of the monies paid according to the refund policy of the partner institution/organization. There are no refunds on any DEPOSITS made by or for the student. (Students should be aware that deposits for accommodations, tuition, and other fees must often be sent by Baldwin Wallace University to the host institution several months in advance of the term in which the student will enroll. BW has no control over the return policies of other institutions/organizations.) In many cases, once full payment has been made to program provider/host institution, there may be no refund. Baldwin Wallace University will make every effort to secure a refund for the student of all program costs, however, the University will not advance any refund amounts to the students for any reason prior to payment from the provider.

In all cases, the refund schedule, if any, for a particular program takes precedent over schedules provided here. Absent any specific program refund policy, all University arranged programs will be bound by the following cancellation policy: A full refund (minus any non-refundable deposits or fees) that has been advanced or paid on your behalf, will be made if cancellation is made prior to 60 days of the program start date. Cancellations that occur between 59-30 days will receive a refund of 75%. Cancellations, for any reason, that occur within 30 days of the program start date will receive no refund. All refunds, of any kind, will be tendered as credits against the student account at Baldwin Wallace University. Credit balance refunds may be obtained from the University through the normal refund process. Please note airline tickets are generally non-refundable. If the airline ticket has been purchased for the student by the University, payment of the full cost of that ticket is the responsibility of the student.

Any and all programs are subject to administrative cancellation by the institution/organization. A participant in any program that is cancelled by the provider is subject to refunds as set forth by the provider. The University cannot be held responsible for any such cancellations. Baldwin Wallace University will make every attempt to secure as much refund as possible from the program provider, but will not be responsible for advancing refunds in anticipation of payment from the provider. We will attempt to assist in placing students in another appropriate program, per the student's request. If a Baldwin Wallace University program is cancelled by the University, deposits made by the students will be fully refunded.

Upon arrival at the program destination the student is responsible for all program charges and fees; any refund of tuition, accommodation costs, or other fees are at the sole discretion and option of the institution/organization where the student is enrolled. Requesting and obtaining any refund from the provider is the sole responsibility of the student.

<u>Free Time Responsibility</u> - I understand that during free time within the period of the program, under no circumstances will I be permitted to leave the country where the program is being hosted. Independent travel may only be done within the country during "free time." I understand if I travel before, or after the period of the program I may elect to travel independently and at my own expense (a travel waiver is required). I agree to inform the faculty program director or an official representative of the Explorations/Study Abroad Center of my travel plans as soon as they are known. Both entities will need to approve, before final arrangements are made. I further understand that B-W, Explorations/Study Abroad Center, its trustees, administrators, employees or representatives/agents are not responsible for me while I am traveling independently.

**Extending your stay** - The University does not condone extensions beyond the length of time specified in a program. Therefore, the University **will not** help, arrange or provide support if you decide to extend your stay beyond the original predetermined length of the term (1 semester or 1 academic year). If extended time is secured, the individual immediately releases the University from any liability whatsoever, or for any reason as of the original scheduled date and time of return to the U.S.

<u>Theft and Other Crimes.</u> I agree to release Baldwin Wallace University, its trustees, administrators and employees, from any liability for damage to or loss of my possessions, injury, illness, or death arising out of crimes or other illegal activities during the period of the program.

<u>Political Unrest.</u> When traveling with a BW group and accompanied by a member of the University faculty, I recognize that in cases of political unrest the faculty director will take all practical measures for the protection of program participants. When traveling independently I will refrain from any political activity for my own safety and that of others associated with me

Extenuating Circumstances - If BW determines that proceeding with the program will subject participants to increased danger, I understand that BW may, in its sole discretion, cancel the program before departure or cancel the program after departure and require that all participants return to the United States. I understand that in such an event, no refund will be made and I will bear my share of any costs associated with the decision to cancel the program and return to the United States. Failure to comply with the University decision to cancel the program and to not return to the United States will constitute a voluntary decision on my

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part to act outside the control and responsibility of the University, and will, as a result, fully and completely release and absolve the University of any responsibility for my welfare.

<u>General Release and Waiver</u> - I understand and agree that I release Baldwin Wallace University, its trustees, faculty, sponsors, administrators, agents and employees from any liability for damage to or loss of property, injury, illness or death during the period of the sponsored and approved program; from the time I leave the U.S. until I return to the U.S.. Any action arising on the part of or because of fellow participants, host family members, agencies and educational institutions/organizations, persons or groups with which Baldwin Wallace University or its Explorations/Study Abroad Center contracts for the provision of services for the program, or which have been suggested by program faculty as resources for regional or independent study projects.

In signing this document I acknowledge that I have had an opportunity to ask any questions I have about it, that I have read and understand it, that I accept its terms, and that I have signed it knowingly and voluntarily.			
Student Signature	Date	University ID #	
Parent/Legal Guardian Signature	(if participant is under age 18)	Date	

Updated: August 15, 2014