CENTER FOR INTERDEPENDENCE
HARTWICK COLLEGE
Oneonta, New York 13820 FAX (607) 431-4008

CONDITIONS FOR PARTICIPATION and ASSUMPTION OF RISK ACKNOWLEDGEMENT
JANUARY TERM OFF-CAMPUS 2012

Name _____ **Program/Director** _____

Please read carefully and provide necessary signatures.

1. **PROGRAM FEES:** As a participant in one of Hartwick College's off-campus programs, I understand that I am accountable for all program fees. I acknowledge that all financial responsibilities associated with my tuition and the program fees are to be paid in full on or before the College's published deadlines. I understand that if I fail to make the deposit and full payment by the deadlines, I will be terminated from the program. I am aware that I will not be allowed to participate in the program should I have an outstanding balance with the College and that I may not be entitled to a refund of some or all of the monies I have paid toward the program fee. I have also read and agree to the deposit and full payment deadlines, Deposit Refund Policy, the Hartwick College Cancellation Policy, the Off-Campus J Term Withdrawal Policy, and the Program Fee Adjustment Policy as outlined in the separate Financial Agreement.

2. **PERSONAL CONDUCT AND COMPLIANCE WITH RULES, REGULATIONS AND LAWS:** Hartwick College, through its representatives, including but not limited to the Program Director(s), has the authority to establish rules of conduct necessary for the operation of the program during the entire period of the program, including free time. I understand that this is a supervised Hartwick program and that all Hartwick College policies and procedures, as well as the social and behavioral standards set by the College and by the Program Director(s), are to be observed. Failure to observe these standards will result in termination of my participation in the program and/or disciplinary sanctions. The illegal use of drugs and/or alcohol during the entire period of the program, including free time, is strictly prohibited. Should a representative of Hartwick College decide that I must be dismissed from the program because of violation of the aforementioned requirements, for disruptive behavior, or for any conduct that might bring the program into disrepute or its participants into jeopardy, such decision will be final, and I will remain subject to any disciplinary sanctions that may be assessed in accordance with applicable College policies and procedures. In the event that I am dismissed and/or sent home for any reason while the program is in progress, I understand that I will return at my own expense with no refund for any portion of the program fee. Dismissal from the program will result in the loss of all academic credit for the program. I agree to respect and adhere to the laws and customs of the host location(s) and understand that violation of, or disrespect for, those laws and customs may result in my dismissal from the program as described above. Furthermore, I acknowledge that the violation of such laws and customs may have legal or other ramifications with consequences beyond the control of Hartwick College and the U.S. Government.

3. **PROGRAM REQUIREMENTS:** I understand that I am required to satisfy all January Term Program course pre-requisites as outlined in the course description, including attendance at all orientation and pre-departure meetings.

4. **INSURANCE COVERAGE:** I understand that I am required to have accident and major medical insurance that covers me no matter where I am. I also understand that if my program takes place outside the U.S., Hartwick College will enroll me in study abroad insurance that covers medical evacuation and repatriation of remains. I agree to read the study abroad insurance policy before I leave the country.

5. **MEDICAL TREATMENT:** I understand that all health, physical, physiological, or psychological conditions must be described on the Medical Information Sheet. I also understand that a failure to disclose information that might have an impact on my ability to participate fully in the program will be considered grounds for disciplinary action under the terms of the Student Handbook, which defines fraud as "all forms of dishonesty including cheating, plagiarism, knowingly furnishing false information to the College, forgery, or alteration or use of College documents or instruments of identification with intent to defraud."

   In the event of illness or injury to me to such an extent that I am unable to make decisions relative to my immediate medical condition, I authorize any representative of Hartwick College to secure medical treatment on my behalf, including without limitation surgery and administration of an anesthetic, I accept all financial responsibility for such treatment, and I release the College and its related parties from any responsibility or liability arising out of such actions to the extent provided in Paragraph 11 below. I understand that the Program Director(s) has/have the right to decide if, as a result of illness or injury, I should return home before the completion of the program. If I have to return home, I will be responsible for any additional costs not covered by the study abroad insurance.

6. **RESPONSIBILITY DURING FREE TIME:** I understand during free time within the period of this program and after the period of the program, I may elect to travel independently at my own risk and expense. I agree to inform the Program Director(s) of my travel plans and understand that neither Hartwick College nor its trustees, agents, officers, employees or representatives are responsible for me while I am traveling independently during such free time.

7. **TRAVEL:** I understand that I am expected to travel with the group as stipulated in the course description and any specific individual arrangements must be coordinated with the Program Director(s) before final ticketing. I understand that I will be traveling during the program by various modes of transportation including but not limited to airplane, train, bus, or van, and I release Hartwick College and its related parties from any responsibility or liability arising out of such travel to the extent provided in Paragraph 11 below. If I become separated from the program group, fail to meet a departure during the program, or become sick or injured, I will at my own expense seek out transportation to meet up with the group at its next available destination. If I become sick and/or injured and am unable to continue the program, I understand that I may be asked to return home and will be responsible for the costs of doing so.

8. **UNFORESEEN CIRCUMSTANCES:** I recognize that in cases of political unrest, natural disaster or other unforeseen events, a representative of Hartwick College will attempt to take reasonable measures for the protection of program participants. I understand that Hartwick College and its trustees, agents, officers, employees and representatives assume no responsibility for damage to or loss of property, or for injury or death, arising out of such events.

9. **PASSPORT, VISA, AND IMMUNIZATIONS:** I understand that if a passport is required for travel, I will supply the Center for Interdependence a copy of my passport by October 10th. If I am required to have a visa for travel to the host location, I am responsible for securing that in a timely manner. I am responsible for all costs associated with securing a valid passport, a visa, and any immunizations that might be recommended or required.

10. **ENROLLMENT:** I understand that the College reserves the right to establish the minimum and maximum enrollment for the program, to establish the selection procedures for enrollment, and to cancel a program at any time which does not have the minimum enrollment or for other reasons.

11. **ASSUMPTION OF RISK, RELEASE, WAIVER AND COVENANT NOT TO SUE:** I understand that travel to and from, presence at, and participation in programs at, different locations, whether within or outside of the United States, involves risks of injury and property loss or damage, including possibly short-term and long-term disability, and even death. These risks can come from causes which are many and varied, may not be presently foreseeable, and may include negligent or intentional acts or omissions of others. Among other things, I understand that the social, cultural, political, religious, governmental, health care, legal (both civil and criminal) and other systems, as well as the climate and geophysical characteristics, of the program location(s) may be different from those to which I am accustomed. For example, police, fire and other governmental systems may be inadequate by United States standards in certain countries; and the quality and availability of health care may be very different than what is typically available in the United States. I voluntarily acknowledge, accept and assume all risks of my participation in the program, whether or not described above or otherwise presently foreseeable and whether or not caused by the negligent or intentional acts or omissions of others. In consideration of being allowed to participate in the program, I release Hartwick College and its trustees, officers, employees, agents and representatives from any and all claims, causes of action and damages (collectively, "Claims") I may have in the future, waive all such Claims, and agree not to sue the College or its trustees, officers, employees, agents and representatives for any such Claims, which may arise out of my participation in the program, including without limitation Claims resulting from the negligence of any of the aforementioned persons or entities.

12. **MISCELLANEOUS:** I understand and agree that this Agreement is to be as broad and inclusive as is permitted by the laws of the State of New York, and that if any portion of this Agreement is held invalid, the remaining terms shall continue in full force and effect. This Agreement and any obligations assumed by me in other forms or agreements related to the program are cumulative and shall not be deemed to supersede one another. This Agreement shall be binding upon me, as well as my successors, executors, personal representatives, heirs and assigns.

I have read this Agreement, thoroughly understand it, and have asked questions if I did not understand it. My signature below indicates my complete and willful consent.

_____ _____
Signature of Participant Date

Billing Parent/Legal Guardian Signature (Parent or legal guardian who receives Hartwick bills.)
I have read this release, thoroughly understand it, and have asked questions if I did not understand it. My signature below indicates my complete and willful consent to my son/daughter/ward's participation in this program and my assumption of responsibility for all financial obligations in connection with the program. I understand that full payment of his/her Hartwick College balance is required in order to participate in the program.

_____ _____
Signature of Parent/legal guardian or individual who receives Hartwick bills Date

Parent/Legal Guardian Signature for Participants Under 21 Years of Age (Parent or legal guardian signature is required below.)
As the parent(s) or legal guardian(s) of the participant whose signature appears above, I/we have read and understand the conditions outlined above, and have given my/our child or ward permission to participate in the program. My/our signature(s) below shall constitute my/our agreement to the terms and conditions of this Agreement on behalf of the participant to the extent required by applicable law, as well as my/our agreement to the provisions set forth in Paragraph 11 above with respect to any rights I/we may have or subsequently acquire as a result of the participant's participation.

_____ _____
Signature of Parent/Legal Guardian Date

_____ _____
Signature of Parent/Legal Guardian Date