

Conditions of Participation Agreement and Participant Consent, Release, and Assumption of Risk for Kansas State University Faculty-Led Education Abroad Programs

In consideration of being allowed to participate in a Kansas State University Faculty-Led Education Abroad Program (hereafter, "Program"), I hereby release Kansas State University, the State of Kansas, the Kansas Board of Regents, and all their agents, officers, and employees, (collectively, "releasees") from all claims, demands, and causes of action of any kind, including claims for negligence, that may arise from my participation in the Program; and without limiting such release, I also agree to the following terms and conditions of participation:

COVID-19 Pandemic

I understand that I am choosing to engage in this program during the ongoing Coronavirus disease (COVID-19) pandemic. I acknowledge that COVID-19 is an infectious and highly contagious disease and travel increases my chance of contracting and spreading COVID-19. I agree that I am solely responsible for and ASSUME THE RISKS, whether or not specifically listed in this document, associated with travel during a pandemic and any activities I conduct while traveling during a pandemic. These risks include, but are not limited to, contracting illness, being quarantined and/or isolated for an unknown period of time, being without access to essential resources such as food and medical care, being unable to return to the United States or another intended destination, needing to evacuate with little or no notice and/or assistance, serious physical and/or mental trauma or injury, and death. I acknowledge and agree that I have had the opportunity to review the warnings and recommendations from the Centers for Disease Control and Prevention (www.cdc.gov), the State Department (<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>), and the World Health Organization (who.int). I also acknowledge that prior to making the decision to agree to this document and engage in travel, the University encouraged me—and I had the opportunity to—consult with my next of kin (including but not limited to my parent(s) and/or guardian(s) and any other individuals with whom I deem necessary to discuss my personal health and safety.

I further understand that my insurance may or may not cover costs if I am required to, need to, or desire to evacuate, quarantine, and/or seek medical treatment because of COVID-19 during my program travel. It is my responsibility to know the terms and limitations of my insurance, and I agree that I am responsible for any costs not covered by my trip insurance. I acknowledge that I may need to quarantine once I arrive at my destination, and it may be my personal and financial responsibility to complete quarantine. I understand that it is my responsibility to know and adhere to the public health guidelines where I am traveling, and to factor these requirements into my travel arrangements and budget.

Academic and Behavioral

I am choosing voluntarily to participate in this Program through Kansas State University. I understand that my participation in the Program is subject to my agreement to these terms.

I am responsible for abiding by Kansas State University's Student Code of Conduct, found at <http://www.k-state.edu/osas/code.html>. I understand that any violation or other disruption I cause to the Program may result in disciplinary action being imposed on me, up to and including dismissal from the Program, administered by an official University representative in residence with the Program. Further disciplinary measures may be initiated by the Office of Student Life, or other applicable personnel, in accordance with prescribed procedures in the Code of Conduct and may be done when practical and feasible under the circumstances, including but not limited to upon my return to the United States and/or a Kansas State University campus.

I understand that I am required to participate in all aspects of the Program, including but not limited to pre-departure orientation and classes, on-site lectures, excursions, events, projects, and post-return activities. I understand that non-compliance with these requirements may result in a failing

grade and may subject me to disciplinary action, up to and including dismissal from the Program.

I understand that in determining my eligibility to participate in the Program, the University engages in a risk assessment. I understand that part of the risk assessment includes consideration of any past violations of University policies based on misconduct as well as other relevant information. I consent to disclosure of all my education records for the purpose of this risk assessment and intend this to be my consent under the Family Educational Records Privacy Act (FERPA).

Medical/Health

I agree to consult with a medical doctor, the Center for Disease Control, the Lafene Health Center, and/or the U.S. Department of State's Travel Registration website for required or suggested vaccinations, immunizations, and other health related information and warnings pertaining to my travel on the Program and in host countries.

I understand that if I require hospitalization or medical treatment during the Program, the releasees do not assume legal responsibility for facilitation of such care nor payment of such costs.

I understand that I am responsible for familiarizing myself with the terms and conditions of the insurance provider(s) related to the Program.

I am responsible for requesting reasonable accommodations related to a disability in a reasonable time frame prior to departure for the Program. I understand that I must inform the University's Student Access Center of my disability to be considered for accommodations and that any notification after my arrival may cause Kansas State University to be unable to accommodate my request. I further understand that my requested accommodations may not be available, but that reasonable efforts may be made to provide alternative accommodations when possible.

Safety

I understand that it is my responsibility to register with the U.S. Department of State's Smart Traveler Enrollment Program (<https://step.state.gov/step/>), so the U.S. Embassy or Consulate in my host country knows of my whereabouts, in the case of an emergency when it might be necessary for a consular officer to contact me.

I understand that it is my responsibility to provide the Kansas State University Education Abroad updates to my contact information and my emergency contact's information. I give Kansas State University permission to contact my parents or next of kin, if necessary, concerning matters of health and safety.

Kansas State University may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety, including but not limited to sending me home or to another location from the Program location or contacting my parents or emergency contact. I agree to pay all expenses relating thereto and release the releasees from any liability for any action or inaction in this regard.

I understand that the releasees cannot guarantee the safety of participants or eliminate all risk from the Program. I understand that the releasees cannot and do not assume responsibility for the actions of persons not employed or otherwise engaged by the releasees, including but not limited to those that occur during events that are beyond the control of the releasees or situations that arise as a result of the failure of a participant to disclose pertinent information.

I understand that there are risks associated with international travel and residence in another country, risks that I fully assume. These risks may include, but are not limited to, exposure to potentially serious health and safety hazards, such as transportation accidents; damage to, theft, or

loss of my possessions; harm from third-party crimes; storms, floods, earthquakes, and other natural disasters; infectious diseases; inadequate medical care; remote access to medical treatment; global political, legal, social, and economic conditions; standards of design, safety, and maintenance of buildings, public places, and conveyances that may be different than those in the United States;; armed insurrections; and terrorist activities, all of which may result in personal injury, destruction of property, and death.

Travel

I understand and acknowledge that the releasees assume no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, security deposits, airline or vehicle rental reservation, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, civil unrest, or public health risks. If, on account of the weather, flight schedules, or other uncontrollable factors, I am required to spend additional time traveling, I understand that the releasees will not be responsible for my hotel, transfers, meal costs, or other expenses.

I am solely responsible for obtaining a valid passport and the proper visa(s) (if applicable) required for the duration of my travel abroad.

Kansas State University strongly discourages participants from operating motor vehicles while participating in the Program, on account of the inherent dangers of driving in a country with different traffic laws, driving habits, and regulations relating to insurance. If I decide to operate a motor vehicle while abroad, however, I recognize that the releasees assume no financial or other responsibility for any legal liability or counsel, car repairs, or medical care if I am involved in an accident or otherwise while operating a motor vehicle abroad.

I understand that, during free time within the period of the Program and after the period of the Program, I may elect to conduct myself according to my own wishes, including without limitation, to travel independently at my own expense. I understand that during such free time, however, the releasees, including without limitation the Office of International Programs, staff, faculty leaders, other supervisors, or any of their counterparts overseas are not responsible for me nor will they supervise me during such free time, even if one or more of them are present in the same location as me. I understand that the releasees shall have no responsibility or liability for any injury, damage, or loss suffered by me during such periods of free time.

Legal, Situational, and Cultural Awareness

I understand that each country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, alcohol and drug use, and behavior. I will become informed of, and will abide by, all laws and respect the standards and cultural differences for each host country during the Program. I understand that the releasees are not responsible for informing me of international laws and in-country standards of conduct, but that I must educate myself and be aware of those laws and standards. I understand that while abroad I may not be entitled to protection or application of laws of the United States and must abide by the laws of each host country.

I understand that third-party program provider(s), if any, may have additional agreements, policies, rules, and/or guidelines to which I will be subject and by which I agree to abide.

I understand that unlawful use, possession or distribution of alcoholic beverages is a violation of the Kansas State University Student Code of Conduct. If I decide to consume alcohol, I agree to consume alcohol responsibly and abide by the host country's laws and customs related to alcohol consumption. I understand that unauthorized distribution, use or possession of a controlled substance at or during University-sponsored programs and activities is a violation of the Kansas State University Student Code of Conduct.

I understand that FERPA is a federal law that protects the privacy of student education records, including information about the Program, and that, except as set forth above, Education Abroad will not release my education records to anyone, including my parents, except to those who I have given permissions through the designated access section in my KSIS account at <http://www.k-state.edu/onestop/designated-access/>, or as otherwise permissible under FERPA.

The laws of the state of Kansas shall govern the validity, construction, and enforceability of this agreement, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this agreement shall occur in the court of the state of Kansas, county of Riley, or a federal court in Kansas.

Finances

I agree that I shall be solely responsible for all financial obligations and liabilities that I may incur while participating in the Program. The releasees do not assume responsibility for financial risks, costs, payments, or the like, associated with participation, dismissal, withdrawal or other association with a participant in any Program. I understand I am strongly encouraged to purchase travel insurance, trip cancellation insurance, and other applicable insurance.

I have read, understand, and agree to the Payment and Refund Policy for Education Abroad Programs set forth by Kansas State University Education Abroad, and I understand how the policy applies to me and my particular program. The Policy is currently available at [Payment and Refund Policy for Kansas State Education Abroad](#), and incorporated herein by reference. I agree that I shall be solely responsible for all financial obligations and liabilities that I may incur while participating in an education abroad program.

I agree that I must read, understand, and agree to the Faculty Led Program Budget Sheet found in my online application before I may be accepted into the Program.

Billing

I understand that, if I am enrolled in the Program's course properly, Kansas State University Education Abroad will assess the tuition, fees, and program fees associated with the Program to my KSIS account prior to the start of the course term. I understand that failure to make these payments may result in dismissal from the Program and my placement offered to another student; or a hold on my KSIS account that may prevent me from enrolling in coursework at Kansas State. Any late fees or collection costs that result from my failure to timely make any payment due, or otherwise from my action or inaction, are my sole responsibility and chargeable to me.

Financial Aid

I understand that in order to be eligible for Federal Financial Aid for a fall or spring semester Program, my total enrollment at Kansas State University must equal a minimum of twelve (12) Undergraduate or nine (9) Graduate U.S. credits during the semester term. I understand that, if enrolled in this minimum, my Federal Financial Aid award will be based on enrollment in twelve (12) Undergraduate or nine (9) Graduate U.S. credits for the semester. It is my responsibility to finalize arrangements or disbursement of all financial aid and scholarship money, if any, as well as the terms regarding acceptance of those funds.

I understand that in order to be eligible for Federal Financial Aid for a summer term Program, my total enrollment at Kansas State University must equal a minimum of five (5) Undergraduate or three (3) Graduate U.S. credits during the summer term. I understand that, if enrolled in this minimum, my Federal Financial Aid award will be based on enrollment in five (5) Undergraduate or three (3) Graduate U.S. credits for the summer. It is my responsibility to finalize arrangements or disbursement of all financial aid and scholarship money, if any, as well as complying with the terms

regarding acceptance of those funds.

Withdrawal

I understand that, once I am Committed to the Program, if I withdraw from participation in the Program for any reason, I will not be reimbursed for any Program Fees except to the extent that Kansas State University can recover those costs and expenses from third-party program providers. I also remain responsible for the Program Fees that I have not yet paid to the extent payments have already been made by, or charges are due from, Kansas State University as a result of my commitment to the Program.

I understand that if I wish to withdraw from the Program, I must complete and return to Education Abroad the Withdrawal Form at <http://www.k-state.edu/abroad/about/policies.html>. I understand that the general Kansas State University withdrawal, drop, add, and payment deadlines may not apply to and may vary by Program course.

Refunds

I understand that all payments, including without limitation the Kansas State University Education Abroad Administrative Fee, the MLANG Placeholder Course Fee, and any applicable Program Fees associated with my participation in this program, become non-refundable and non-transferable at the time my application status becomes committed, with the following exceptions: (1) if the minimum number of students for this program is not met, and Education Abroad cancels the Program for this reason, I will receive a full refund of the Program Fee, including the Kansas State University Education Abroad Administrative Fee; (2) If this Program is cancelled at any time for any other reason, including without limitation for safety reasons and other reasons outside the control of Kansas State University, I will be refunded only those costs and expenses recoverable to Kansas State University by third-party program providers.

Dismissal, Termination, and Cancellation

I understand that dismissal or termination from the Program abroad and corresponding courses of action will be at my expense and may include loss of program fees, costs, and/or university credit. I understand that Kansas State University or the host institution has the right to dismiss me from the Program at any time for behavior, which, in the judgment of Education Abroad and/or Faculty Leader, disrupts the Program or brings the Program into disrepute.

I understand that Kansas State University reserves the right to cancel the Program in the case of insufficient participation or for other reasons deemed appropriate. Kansas State University also reserves the right to make changes to the Program (including but not limited to the faculty leader) or alterations in the Program's proposed schedule and itinerary.

Collection and Processing of Personal Data

I understand that, by executing this form, and in order to participate in this Program, Kansas State University must collect and process certain information from and about me and that such collection and processing of my personal data is necessary for my participation in this Program. I further understand that I retain any of the rights that may be afforded to me by the General Data Protection Regulation ("GDPR") to the extent the GDPR applies to collection or processing of my personal data. I acknowledge that I have received a copy of the [Kansas State University Student Privacy Notice](#).

I further understand that Kansas State University will transfer my personal data to the United States in the following circumstances: when I give my consent; when the transfer is necessary for (1) the performance of a contract between me and Kansas State University or the implementation of pre-contractual measures taken at my request, (2) the conclusion or performance of a contract concluded in my interest between Kansas State University and another person, (3) important reasons of public interest, (4) the establishment, exercise, or defense of legal claims, or (5) the

protection of my vital interests or the vital interests of another person when I am physically or legally incapable of giving consent; or when transfer otherwise is permitted under applicable law.

Photographs/Likeness/Email

For purposes of this section, "Photographs" include videotape, audio tape, film, photograph, electronic data or image, and/or any other recording medium. For purposes of this paragraph, "Likeness" includes my name, likeness, voice, biographical material, and/or other private and/or public facts and/or opinions.

I waive any rights to and consent to the releasees exhibiting and distributing, without charge, Photographs of me and/or my Likeness in whole or in part, without restrictions or limitation, for any communications, educational, marketing, advertising, publicizing, promotional, and/or any other purpose which the releasees deem appropriate, and, without limiting the foregoing release, hereby specifically release the releasees from any and all types of claims and liability including without limitation for negligence or invasion of privacy of any and all types, and for damages to my person, property, and/or reputation.

I give consent to Education Abroad to share my e-mail address(es) with prospective students to promote study abroad; to link me with students, faculty, and staff, connected to my program, institution, region, and country of study; and to share with relevant program provider or university staff (if this is required for me to be nominated to my program of choice).

I understand that I may opt out, but with no retroactive application, of these specific provisions regarding the distribution and publication of Photographs in which I am identifiable and/or of my Likeness and email address(es), but I am only permitted to do so in writing within ninety (90) days of signing this document, at which time my agreement becomes irrevocable and constitutes a continuing waiver, release, and consent with no limitations or reservations.

I have reviewed and understand the Conditions of Participation Agreement and Participant Consent, Release, and Assumption of Risk for Kansas State University Faculty Led Education Abroad Programs, understand and assume the risks associated with my participation in the program, and agree that this document constitutes an agreement that legally binds me, my heirs, my assigns, and my estate.

By clicking the [CLICK HERE TO SIGN DIGITALLY](#) below, I acknowledge that I have read and understand this Conditions of Participation Agreement and Assumption of Risk and Release for Affiliated programs and fully understand and assume risks associated with the participation in the program

****If Participant is under 18 years of age, the Participant's parent or legal guardian must agree and sign as follows:**

I have reviewed and understand the Conditions of Participation Agreement and Participant Consent, Release, and Assumption of Risk for Kansas State University Faculty Led Education Abroad Programs, understand and assume the risks associated with my child's participation in the program, and agree that this document constitutes an agreement that legally binds me and my child, and our heirs, assigns, and estates.

Signature of Participant's Parent/Legal Guardian Date

Printed Name of Participant's Parent/Legal Guardian

