

**Conditions of Participation Agreement and Participant Consent, Release, and Assumption of Risk for Kansas State University Travel Abroad Non-Credit Programs**

In consideration of being allowed to participate in a Kansas State University Travel Abroad Non-Credit (hereafter, "Program"), I hereby waive, release, and discharge 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, which 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](http://www.cdc.gov)), the State Department (<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>), and the World Health Organization ([who.int](http://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.

I understand and acknowledge that the University retains the right to withdraw institutional approval at any time, for any reason including but not limited to the COVID-19 Pandemic. This means that the University has discretion to terminate its affiliation with the Program/Trip at any time. If this happens, I will be given the opportunity to return from the Program/Trip by a certain date, after which the University will terminate its affiliation and discontinue supportive services. I acknowledge the University may withdraw institutional approval with limited or no notice; if this happens, it may disrupt and/or terminate any or all aspects of the Trip/Program, including but not limited to my travel plans, housing arrangements, and trip insurance (whether provided through the University or a separate entity). By choosing to participate in the Trip/Program, I acknowledge and agree that I may be responsible for all potential financial costs associated with cancellation of a program or removal of institutional approval. I further understand and acknowledge that withdrawal of University approval for the Trip may have consequences on my academic activities and corresponding institutional aid for the dates in question, including (but not limited to) a possible change in my University enrollment status, loss of academic credit for the term in question, or loss of institutional aid.

### Behavior and Academic

I am voluntarily choosing to participate in this Program through Kansas State University. I understand that my participation in the Program is voluntary and 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: pre-departure orientation and classes, on-site lectures, excursions, events, projects, and post-return activities. I understand that non-compliance with these requirements may subject me to disciplinary action, up to and including dismissal.

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).

### 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 Office 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 study abroad. 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, for events that are beyond the control of the releasees or for situations which arise due to the failure of a participant to disclose pertinent information.

I understand that there are risks associated with international travel and residence in another

country, which 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; foreign, political, legal, social, and economic conditions; application of different laws, police, and legal systems; standards of design, safety, and maintenance of buildings different than the United States, public places, and conveyances; 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, due to 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 passport and the proper visa(s) (if applicable) required for travel abroad.

Kansas State University strongly discourages participants from operating motor vehicles while participating in study abroad, due to the inherent dangers of driving in a country with different traffic laws, driving habits, and regulations relating to insurance. If, however, I decide to operate a motor vehicle while abroad, 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. However, I understand that during such free time, 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.

### 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 and study abroad 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 may be responsible for purchasing my own international health insurance and familiarizing myself with the terms and conditions of the insurance provider(s) related to the Program.

I understand that for information on requesting or making a request for a reasonable accommodation I should contact Kansas State University's Student Access Center.

#### 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 country to which I will travel 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. I understand that while abroad I may not be entitled to protection or application of laws of the United States. I understand that I will be solely responsible for my criminal conduct involvement, criminal investigation, or other charge or involvement with a criminal justice system or process with which I became or am involved and in nearly all circumstances will not be provided any assistance from Kansas State University.

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, the Study Abroad Office 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 in in the court of the state of Kansas, county of Riley, or a federal court in Kansas.

#### Financial/Program Cost

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 international health insurance, travel insurance, trip cancellation insurance, and other applicable insurance.

#### Withdrawal, Dismissal, Termination, and Cancellation

I understand that dismissal, termination or withdrawal from the Program abroad and corresponding courses of action will be at my expense and may include loss of program fees and/or costs. 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 the Education Abroad Office 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

For purposes of this paragraph, "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. By registering for this Program, I also 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 understand that I may opt out, but with no retroactive application, of this specific provision regarding the distribution and publication of Photographs in which I am identifiable and/or of my Likeness, 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/PARTICIPANT CONSENT, RELEASE, AND ASSUMPTION OF RISK, 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, assigns, and my estate.**

**By clicking the button [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/PARTICIPANT CONSENT, RELEASE, AND ASSUMPTION OF RISK, 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.

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Signature of Participant's Parent/Legal Guardian

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Date

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Printed Name of Participant's Parent/Legal Guardian