

Consent, Release, and Assumption of Risk for Independent (Unaffiliated) Education Abroad Programs

In consideration of being permitted to transfer academic credits from an independent, unaffiliated education abroad program and/or receive certain limited services from Kansas State University Education Abroad, the services of which I may independently choose and elect from available information provided by that Office, I hereby release Kansas State University, the Kansas Board of Regents, the State of Kansas, and all their successors, assigns, agents, officers and employees from all claims, demands, and causes of action of any kind, including claims for negligence, which may arise from my participation in the independent program, and without limiting such release, I acknowledge and agree to all of the following:

COVID-19 Pandemic

I understand that I am choosing to engage in the 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 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 any trip insurance I or my program acquire may or may not cover costs if I am forced 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. 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 program may withdraw its approval and support at any time. By choosing to participate in the trip, I acknowledge and agree that I am responsible for all potential financial costs associated with cancellation of a program or removal of such approval. I further understand and acknowledge that withdrawal of 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 an education abroad program that I have independently initiated. This may include but not be limited to one or more of the following: an internship, research, conference attendance, academic program, or the like (as applicable, referred to throughout as the “program”). I am solely responsible for any and all travel, living arrangements, my participation in the program, my safety and risk management, as well as any other details related thereto.

I understand that Kansas State University’s involvement in my program is limited to providing the process through which I can receive academic credit, if any, and providing information on travel

abroad, based on my requests, when feasible for Kansas State University Education Abroad. 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; different standards of design, safety, and maintenance of buildings, public places, and conveyances; armed insurrections; and terrorist activities, all of which may result in personal injury, destruction of property, and death.

I understand that Kansas State University is not and will not supervise or otherwise maintain control over, or assume responsibility for, me, my travel, and my chosen study abroad program, nor any persons or entities affiliated therewith.

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 such laws and respect the standards and cultural differences for each country to which I travel.

I understand that host institutions and program provider(s) may have agreements, policies, rules, and/or guidelines to which I will be subject and by which I agree to abide.

I have read, understand, and agree to the Payment and Refund Policy for Education Abroad Programs set forth by the Kansas State University Education Abroad, and I understand how the policy applies to me and my particular program. The Policy is currently available at [Kansas State University Education Abroad Refund Policy](#), and incorporated herein by reference.

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. I have read and understand this Consent, Release, and Assumption of Risk, and agree that this document legally binds me, my heirs, assigns, and my estate.

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.

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 Unaffiliated Programs and fully understand the risks associated with the participation in the programs

*****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.

Signature of Participant's Parent/Legal Guardian

Date

Printed Name of Participant's Parent/Legal Guardian