

PARTICIPATION AGREEMENT,
RELEASE AND ASSUMPTION OF RISK

Kansas State University (“University”), through its Office of International Programs, provides an opportunity for graduate Fulbright students from Pakistan to attend the US Department of State and Institute for International Education (IIE) Fall 2019 Pakistani Workshop, both on and off campus, including travel to and from the off-campus sites that are part of the official Program (defined below). I, _____ (“Participant”), am age 18 or older, and have accepted an offer to participate in such Program, at the University on its Manhattan, Kansas, USA campus, from October 31, 2019 to November 3, 2019, and in consideration of my participation in the Program, an optional and voluntary educational program, understand and agree to the following:

1. I acknowledge that the Program is designed and focused on my and other participants’ learning, including but not limited to learning through speaker presentations on campus and at an alternative educational setting, gaining intercultural knowledge and understanding, and networking with other program participants. I am participating in the Program for my own educational and training purposes, for my own benefit. I acknowledge that the University’s involvement in the Program is for purposes of providing to me an educational learning experience, and contributing to the overall objectives of the Program.
2. I understand that I am being provided housing off campus during the Program (the payment for which is made by IIE to the University pursuant to contract). I agree to abide by all standards of conduct and other Hotel requirements, policies, procedures, and practices that apply to other hotel guests, in addition to any standards or requirements of IIE or the University.
3. I agree to notify the University employees responsible for the Program, or other appropriate University official, of any concerns or changes related to and occurring during the Program. I acknowledge that I am solely responsible for my compliance with all applicable laws during the Program, including but not limited to those related to my presence in the United States.
4. As prerequisites for participation in the Program, I acknowledge that I must:
 - a. Be sponsored by the Fulbright program;
 - b. Be authorized to participate by the IIE Fulbright program and the University;
 - c. Provide University with the names, addresses, and telephone numbers of at least two persons who can be notified in the case of an emergency;
5. I agree that any activity that I undertake as part of the Program must be done under the supervision of and pursuant to the direction of the applicable supervisory personnel at the University for the Program.
6. I agree that my participation in the Program is granted at the sole discretion of the University and can be revoked at any time, for any reason or no reason, without prior notice, subject to applicable law.
7. I acknowledge that I will not be granted access to any confidential information or other data of the University. Should I for any reason obtain or be given access to confidential information or other data, I agree not to disclose any such information or data without prior approval by the University, or in compliance with applicable law.
8. I, for myself, my heirs, executors, administrators, personal representatives and assigns, release, hold harmless and discharge the University, the State of Kansas, the Kansas Board of Regents, and all their agents, officers, representatives, and employees (collectively, “KSU Releasees”) from any and all claims, demands, or causes of actions of any and every kind, including but not limited to claims for negligence, which may arise from or be related to the Program and/or related travel. And I fully realize and assume the risks associated with my participation, whether or not such risks are specifically listed herein and whether the risks are foreseen or unforeseen. Such risks include, but are not limited to, physical injury occurring during transportation in a motor vehicle, walking, or climbing stairs, and the general risk of injury resulting from the negligence of, or criminal acts committed by, third parties. I also acknowledge that I am responsible for all of my personal property and assume any and all risks in bringing and/or retaining such property with me to/during the Program, including but not limited to loss or theft of such property.

9. I acknowledge that independent activities and travel conducted when I have free time before or after Program hours will be unsupervised by any of the KSU Releasees and not considered as part of a University-sponsored Program. I agree that, without limiting the foregoing release, the KSU Releasees have no responsibility or liability for any injury, damage, or loss suffered by me during such periods of independent activity or travel.
10. I acknowledge that the KSU Releasees are not providing health care coverage or health insurance for me. I agree to be financially responsible for any and all medical bills that I may incur resulting from emergency or other medical treatment during the Program, whether made necessary by my participation in the Program or otherwise.
11. I acknowledge that as a participant of the Program, I am required to abide by the standards of conduct and policies applicable to University students available on the Kansas State University website <https://www.k-state.edu/sga/judicial/student-code-of-conduct.html>, as well as the Policy Prohibiting Discrimination, Harassment, Sexual Violence, and Stalking, and Procedure for Reviewing Complaints, located at <http://www.k-state.edu/policies/ppm/3000/3010.html>, the Threat Management Policy at <http://www.k-state.edu/policies/ppm/3000/3015.html>, the Critical Incident Response Team Policy at <http://www.k-state.edu/studentlife/cirt>, and other applicable policies located at <http://www.k-state.edu/policies/>. I also acknowledge that I have read these policies and understand where I may report related concerns, and that I may report concerns to the University through the ReportIt website at <https://www.k-state.edu/report/>. Likewise, I acknowledge that it is my responsibility to understand and follow all safety policies and directives from University officials, or other off-campus facilities, or other relevant facility employees, while in or around those facilities, for my own safety and the safety of others. I understand that a violation of any applicable University policy, off-campus facility policy, this Agreement, or safety directive may result in disciplinary action, up to and including, without limitation, terminating my participation in the Program with no financial refund and banning me from campus and University events.
12. I acknowledge that I am not an employee or an agent of the University. I am not entitled to any wages or other payment from the University or any benefits available to University employees. Therefore, I agree not to hold myself out as an employee or representative of the University. I acknowledge that my participation in the Program does not authorize me to act in any official or unofficial capacity on behalf of the University.
13. I consent and acknowledge that the University may share any information related to or arising from my participation in the Program with my home university for the purpose of facilitating my learning and participation in the Program.
14. This Agreement, Assumption of Risk, and Release shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement, Assumption of Risk, and Release and/or the Program shall reside only in courts located in the State of Kansas.

I have received, had adequate time to review, and understand the nature and terms of this Agreement, Assumption of Risk, and Release, and in signing below, I acknowledge and represent that I have read this Participation Agreement, Release and Assumption of Risk, understand it and sign it voluntarily, and assume the risks associated with participating in the Program.

Date

Signature of Participant

Printed Name