

**Fisk University**  
**International Education, Enrichment and Exchange Center**  
**Study Abroad Contractual Agreement**  
**WAIVER AND RELEASE**

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**Student: Obtain signatures and return to the International Education, Enrichment and Exchange Center**

I, the undersigned, agree to the following conditions to my participation in the \_\_\_\_\_ of the International Education, Enrichment and Exchange Center (The "Program") at

\_\_\_\_\_ in \_\_\_\_\_  
(Institution or Sponsor) (City, Country)

for the period of \_\_\_\_\_  
Semester Year

**A. Academic Program**

1. I understand that I must be in good academic standing, possess a GPA of 2.8 or higher, must maintain the required GPA and must earn no D's or F's during the semesters prior to departure. I also understand that all Incompletes must be cleared from my record before participating in the Program. The Office of the Provost reserves the right to revoke my acceptance into the Program should my academic standing warrant such action.
2. I have received and understand my selection letter from the Center and have returned one signed copy indicating my intention to participate in the Program, and my agreement to and acceptance of any and all conditions stipulated by the Center.
3. I understand that I am responsible for learning and agree to abide at all times by the rules, regulations, laws and customs of the Host Country/Government, and the Host Institutions and to conform to standards of conduct consistent with the maintenance of the reputation of Fisk University (the "University"). I also acknowledge that all Host College/University and residence rules and regulations apply to me as they would to any other resident student. Accordingly, I understand and agree that the University, the Host Government, the Host Institution has the authority to terminate my participation in the Program at any time if my personal conduct and/or academic standing so warrant, as determined by such party in its sole and absolute discretion. I understand that such action may also result in other penalties, including suspension or dismissal from the University, as the Fisk University academic standing and student conduct committee may deem appropriate.

4. I understand that Fisk University has a “zero tolerance” policy for the use or possession of illegal narcotics in all Programs, including off-campus study programs. I understand that I will be immediately expelled from my program for violation of this policy. Many countries have penalties for drug use that are much more severe than those in the United States and I understand that I must conform to the laws of the Host Country.
5. I agree to participate in the full semester residential study program for the published dates of the Program including the required orientation period. I realize and accept responsibility for the fact that any departure or prolonged absences, excused or unexcused, from my classes would be at my own risk, without guarantee of any academic credit.
6. I understand that I am to reside in the lodgings provided by the Program, unless modifications are made with the explicit approval of the Program Office.
7. I understand that a maximum of **Sixteen** University semester units, that is, full academic semester’s credit that at the University will be awarded upon successful completion of a **full, regular course of study** as defined by the Host Institution (not the minimum course of study), including all course work, completion of all written and oral presentations as well as journals, tests, partial or final examinations. I understand that this work may be evaluated by my student advisor, the Director of International Education, Enrichment and Exchange Center and the College Registrar for conversion of grades to University equivalents and inclusion in my GPA. All University earned credits will appear on my official transcript.
8. I understand that independent study courses, which constitute a standard, essential portion of any full credit program curriculum, may not be “dropped.” Failure to follow this regulation will result in a course grade of “F” appearing on the Fisk transcript for the independent study course.
9. I agree and understand that the University will not be responsible for modifications or changes made by the Host Institution with respect to the academic calendar or for the provision of housing and meals which may be specified under terms of this Agreement.
10. I understand and agree that actions, occurrences or events may make necessary or desirable the modification of this Agreement, or its termination, prior to my departure. The University in its sole discretion shall be permitted to so modify this Agreement with respect to cost, dates and times, methods, schedules, costs of transportation, and details of the academic program, so long as any such modification contains a reasonable, comparable substitute. The University, in its sole discretion, shall be permitted to terminate this Agreement, and shall have no obligation upon such termination to place me in any institution

abroad, provided that the University returns to my account payments made, if any pursuant to paragraph B3 of this Agreement.

11. I understand that this Program is not extendable under any circumstances.
12. I accept that Study Abroad is by nature an experience different from that of Fisk University. As such, I understand that United States cultural values and norms may not apply in the Host Country. Therefore, Fisk University is not liable for any incidents, which arise from or are related to such differences, including without limitation actions, which would be deemed to be sexual harassment in the United States. Similarly, I recognize that Fisk campus conditions or services may not be replicated in the program. These may include, but are not limited to, access to technology such as computers and tutoring, services for students with learning or other disabilities. I accept that these services may be provided in accordance with Host Country standards.
13. I acknowledge that I am solely responsible for complying with all recommended or required inoculations and immunizations for the Host Country and Fisk University shall not be liable for any failure on my part with respect to such recommendations or requirements.
14. I acknowledge that I am solely responsible for informing parents/guardians/family members and any others who may need to know, about my participating in this program, provided them with emergency contact information and keep them informed on an ongoing basis.
15. I understand that it is my responsibility to make available to Fisk University and the International Education, Enrichment and Exchange Center accurate and complete physical and mental health information and other personal data that is necessary in planning for safe and healthy Study Abroad experiences.
16. I understand that it is my responsibility to discuss with my health care provider the impact of the program, location and local conditions on my health as designated in the Study Abroad Participant Health Report and Statement of Informed Consent.

## **B. Financial Arrangements**

1. I understand that the charges for the Program are the same as Tuition, Room and Board and insurance charges (See B6) at Fisk University for one semester. I agree to promptly pay these charges as billed by the Business Office during the course of the year. I further agree to keep my student account current during the period while I am abroad and to maintain my financial edibility to register for each semester while abroad. Should my account become delinquent, I understand that substantial late payment penalties will be assessed and that payment options for future semesters at the University will be limited.

2. I understand that the Program Deposit is non-refundable and will be charged to my student account should I fail to complete and submit all required program documents and evaluations upon return to campus.
3. I further understand that in the event of partial participation in this Program (including without limitation partial participation resulting from my expulsion from the Program because of my conduct), I am still responsible for the entire cost of the Program and I will not have any right whatsoever to receive a refund of any tuition or fees paid in connection with the Program. My leaving the Program, whether voluntarily or not, does not diminish or affect my obligation to make to Fisk University and overseas program sites any and all payments provided by this Agreement.
4. I understand that the University agrees to provide the following in exchange for the payment of fees as noted: tuition, room and board commensurate with the program and Host Institution standards, as well as the support services of the International Education, Enrichment and Exchange Center. The Center will assist the student in determining the student travel rate for round-trip fare to the Host Country and ground transportation to the program site and applying for such financial assistance as maybe available; however, I understand that I am responsible for the costs of transportation.
5. I understand that I am responsible for scheduling travel both to and from the Program site/sites. The University assumes no responsibility for these travel arrangements.
6. I understand that I must be covered by accident and medical insurance plans as a condition of my participation in the Program. All students participating in the Program will be enrolled automatically in the University's accident insurance plan including the "Optional Emergency Medical Evacuation and Repatriation Benefits," and the premiums for such insurance will be charged to the student's account. Students participating in the Program must elect either to be covered under the University's medical insurance plan or, in the alternative, sign (and have his/her parents or guardians sign) and return and insurance waiver form provided by the University, together with evidence of medical insurance coverage appropriate for overseas study. I acknowledge that the University medical insurance plan may require me to pay cash for medical care in the Host Country and to seek reimbursement from the insurance carrier afterwards.

**C. LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE**

This Release (this "Release and Hold Harmless Agreement") is executed by

\_\_\_\_\_ (print name) whose address is

\_\_\_\_\_ to Fisk University, an institution of higher education, located in Nashville, Davidson County, Tennessee (the "University"). I desire to participate in the following voluntary activity/trip:

\_\_\_\_\_ to be held

on/from \_\_\_\_\_ (hereinafter referred to as the "Activity"). I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity itself as well as the transportation to and from the Activity, and in any activities I undertake relating, indirectly or directly, to said transportation and the Activity, which dangers include but are not limited to serious or even mortal injuries and property damage.

Knowing the dangers, hazards, and risks of such activities, and in consideration of the opportunity to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, agree to assume all the risks and responsibilities surrounding the Activity and the transportation to and from the Activity, and in any activities relating, indirectly or directly, thereto and, in advance, release, waive, forever discharge, and covenant not to sue the University, its governing board, officers, agents, employees, and any students acting as employees, agents or representatives of the University (hereafter called the "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the death, that may be sustained by me or by any property belonging to me, whether caused by the negligence, carelessness, recklessness or malfeasance of the Releasees, any other participant in the Activity or otherwise, during, while in, on, upon, or in transit to or from the Activity, any premises where the Activity may be conducted, or any adjunct to the Activity that occurs.

I understand and agree that Releasees do not have medical personnel available for the Activity, including at any location of the Activity or during the transportation to or from the Activity or any adjunct thereto. I understand and expressly agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Release and Hold Harmless Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family, my spouse, my estate, heirs, administrators, personal representatives, or assigns, and shall be deemed as A Release, Waiver, Discharge and Covenant Not to Sue@ of the above-name Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or any third party, arising out of my transportation to or from and/or participation in the Activity, directly or indirectly, or any adjunct thereto.

In signing this Release and Hold Harmless Agreement, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, that I have been presented with the opportunity to have an attorney to review this Release and Hold Harmless Agreement and advise me as to the effect of signing it, and I acknowledge and agree that I am signing this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statements, have been made. **I UNDERSTAND THAT THE UNIVERSITY DOES NOT REQUIRE ME TO PARTICIPATE IN THIS ACTIVITY, THE TRANSPORTATION TO OR FROM THIS ACTIVITY OR ANY ADJUNCT THERETO.** I further state that I am at least eighteen (18) years of age and fully, adequate, and complete consideration fully intending to be bound by the same.

I further agree that this Release and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee; and I agree that any action or proceeding against the University arising out of or relating to this Agreement or the Activity, the transportations to or from the Activity or any adjunct hereto, shall be brought in any state court of competent jurisdiction sitting In Nashville, Davidson County, Tennessee, or federal court in Nashville, Tennessee, and that all claims in respect of the action or proceeding may be heard and determined in any such court. If any term or provision of this Release and Hold Harmless Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Release and Hold Harmless Agreement, the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this Release and Hold Harmless Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFOR SIGNING.**

STUDENT/PARTICIPANT:

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name