**STUDY ABROAD PROGRAM AGREEMENT AND RELEASE**

**For Faculty Staff Companions**

This Agreement is between St. Cloud State University/Minnesota State Colleges & Universities (University) and the undersigned individual (Companion) who will be accompanying \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Faculty Staff) on a University study abroad program (Program)run by St. Cloud State University ) from\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_.

1. **Acknowledgements**

1.1 I understand and agree that any arrangements that may be facilitated for companions who are accompanying University staff on travel for University purposes, but who are not themselves Program Participants, including but not limited to the provision of travel, housing, or meals are a courtesy only and that the University, their onsite partner(s) and/or host university has no obligation to make such arrangements. I understand that, as a companion, I am allowed to attend appropriate events (special meals, trips, parties) sponsored by the University program at my own expense, and any similar events sponsored by the host university/onsite partner to which companions are specifically invited.

1.2 I fully understand the risk and the scope of the activities involved in my accompanying University staff. I acknowledge that I may access website information for US Consular Information, as well as the Centers for Disease Control information and other resources available me, on travel to, in, and around, my program site country; that I am aware of and understand the risks and dangers to my own health and personal safety posed by travel, whether by air, rail, motor vehicle, boat or other maritime vessel, or public transportation of any kind, by domestic or international terrorism, and by civil unrest, political instability, crime, violence, disease and public health conditions in my site country. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in, or around the Program country/countries.

1.3 I understand that I must purchase travel health and security insurance as mandated by the University or its equivalent, and that the University shall not be responsible for any expenses resulting from my health care, accident coverage, or related costs during my travel and visit as a Companion with the Program.

1.4 I agree to assume full legal and financial responsibility for the costs associated with my stay abroad, including but not limited to all costs associated with illnesses or injuries sustained or experienced while abroad not covered by insurance. I understand that no University resources are to be used on my behalf and I agree that I will not cause the University to incur any financial expense.

1.5 I agree to be responsible for my behavior while accompanying the University staff on the program. I understand that I cannot represent the Program or University Global Programs/education abroad office or any other department or office of the University in any official capacity.

1.6 I will respect and abide by the laws and customs of the host country and any standards of conduct adopted by the University with regard to this program.

1.7 I agree that, if my conduct is determined to be detrimental to the best interests of the Program, I will lose any privileges I may have been granted to participate as a guest at events sponsored by or associated with the Program, and that I will not be allowed to have further contact with the Program participants or personnel of the host institution. The determination of inappropriate conduct is at the sole discretion of the University program administration and/or partner institution, with the concurrence of the appropriate University officials. Similarly, I agree to leave the host city if required to do so by the University program administration and/or officials of the partner institution, and, in such a case, I will take responsibility for all costs and arrangements for such relocation and/or return to the US.

1.8 I understand that political, social, and/or public health circumstances in a country can change quickly and that it may be necessary for the University or other entities to cancel or suspend my trip abroad for health, safety or other reasons at any time. I understand I am responsible for expenses I incur as a result.

1.9 I further understand that a determination that my conduct is detrimental to the best interests of the Program or the University may also lead to the termination of the position with the Program of the faculty staff person whom I am accompanying.

2. **Medical Authorization**

2.1 In the event that I am unable to do so myself, I grant the University, its employees, agents and consortium partners full authority to act in an attempt to safeguard and preserve my health and safety while abroad, including authorizing routine or emergency medical treatment on my behalf at my expense and, in necessary, returning me to the United States at my expense.

2.2 I also authorize the University and its agents to release medical information obtained from me to my insurance company or care provider in the event of a health emergency or as needed to provide reasonable accommodations.

3. **Photographic Likeness Release**

3.1 I understand that the University, onsite partner and Program Participants will be taking photos, video and otherwise capturing images of the Program. I authorize the recording of photographs or other portraits or likeness of me on this international activity on videotape, audiotape, film, photographs or any other medium and the use, reproduction, modification, distribution, and public exhibition of such recording, in whole or in part, without restriction or limitation for promotional purposes. I consent to the use of my name, voice and biographical material in connection with such recordings.

3.2 I release to Minnesota State Colleges and Universities, its successor and assigns, agents, and all persons for whom it is acting from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies and waive any right that I may have to inspect or approve the finished recordings.

3.3 If due to private circumstances I cannot allow the use of my likeness, I can officially notify Minnesota State Colleges and Universities of such, in writing, and that request will override this release.

4. **Release.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless Minnesota State Colleges and Universities, and its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (“Releasees”) with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

5. **Governing Law and Jurisdiction.** The law of the state of Minnesota 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 be in the courts of the State of Minnesota.

**SIGNATURE PAGE FOLLOWS: One agreement may be used for multiple accompanying companions; however, each companion shall initial each page 1-3. A separate signature page 4 must be provided for each companion.**

**I HAVE READ THIS COMPANION AGREEMENT AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Companion Signature)

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print First and Last Name of Companion)