**STUDY ABROAD PROGRAM AGREEMENT AND RELEASE**

**For Faculty Staff with an Accompanying Minor Dependent**

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

1. **Acknowledgements**

1.1 I fully understand the risk and the scope of the activities involved in my and my minor dependent’s participation. I acknowledge that I may access U.S. Consular, Embassy, and Centers for Disease Control information as well as other resources on travel to, in, and around, my program site country; that I am aware of and understand the risks and dangers to my and my dependent’s 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. Further, I understand that the United States government recommends that U.S. citizens register international travel plans with the U.S. Embassy(ies) in the countries where they will be traveling and that the United States government provides a free Smart Traveler Enrollment Program (STEP) for this purpose. I hereby assume, knowingly and voluntarily, each of these risks for myself and my dependent and all of the other risks that could arise out of or occur during our travel to, from, in, or around the Program country/countries.

1.2 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 or my dependent’s health care, accident coverage, or related costs during our travel with the Program.

1.3 I agree to be responsible for my dependent’s behavior while on the program. I agree that my dependent will be supervised at all times. My role in supervising my dependent shall not diminish my role in the Program. The presence of my dependent or other family members should not disrupt or alter the Program in any way.

1.4 My dependent and I will respect and abide by the laws and customs of the host country and any standards of conduct adopted by University.

1.5 I agree that, if my or dependent’s conduct is determined to be detrimental to the best interests of the Program, we will lose any privileges to participate, and that we may 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 with my dependent 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.

1.6 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.

1.7 I further understand that a determination that my dependent’s conduct is detrimental to the best interests of the Program or the University may also lead to the termination of my position with the Program.

2. **Medical Authorization**

2.1 In the event that I am unable to do so myself and the emergency contact provided cannot be reached, I grant the University, its employees, agents and consortium partners full authority to act in an attempt to safeguard and preserve my and my dependent’s health and safety while abroad, including authorizing routine or emergency medical treatment on my or my dependent’s behalf at my expense and, if necessary, returning me and/or my dependent 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 and my dependent 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 further consent to the use of my and my dependent’s 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 or my dependent’s 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 minors; however, a separate signature page 4 must be provided for each minor.**

**I HAVE READ THIS PARTICIPATION 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.**

My signature is to certify that I, as parent/guardian with legal responsibility for the dependent listed below, do consent and agree to the above, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor dependent’s travel to the fullest extent permitted by law.

Dependent’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Print First and Last Name of Minor Dependent)

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

 (Faculty Staff Signature)

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

 (Print First and Last Name of Faculty Staff)

Relationship to Minor Dependent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alt. Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_