STUDY ABROAD PARTICIPANT AGREEMENT

This Short-Term Study Abroad Program Agreement Packet contains the legally binding documents that will guide and inform students of certain required policies and procedures regarding study abroad. It is mandatory to complete all forms contained in this Agreement Packet prior to departure.

Please read, follow the instructions, and sign where indicated on the forms listed below to complete your enrollment in the Short-Term Study Abroad Program:

Seville, Spain Summer 2024

This Agreement Packet includes the following forms:

1. Study Abroad Participant Agreement
2. Medical Self-Assessment *(Exhibit A to Participant Agreement)*
3. Emergency Contact Information *(Exhibit B to Participant Agreement)*
4. Health Insurance Verification *(Exhibit C to Participant Agreement)*
5. Voluntary Activity Assumption of Risk and Release of Liability for Study Abroad Program
6. Photo Release

Forms are due prior to departure.

Please print them, fill them out and return them to Albert Marques, in person, by mail, or by fax:

Mailing address: Albert Marqués, HU110
Gavilan College
5055 Santa Teresa Blvd.
Gilroy, CA 95020

Fax: (408) 848-4801

STUDY ABROAD PARTICIPANT AGREEMENT

This Study Abroad Agreement ("Agreement") is entered into by and between

Gavilan Joint Community College District, a public educational agency, ("District")
and
(print your full name) _____, ("Participant")

concerning Participant's participation in the District's Study Abroad Program, **Spanish Classes in Seville, Spain**, occurring in **June 2024** ("Program").

BACKGROUND

A. District has given permission for Participant to participate in the Program.

B. Participant acknowledges, warrants and represents that Participant has received and fully read and completely understands the information provided by District in the Program packet and that Participant has been fully advised as to the cultural, safety and health differences issues and problems presented thereby, and numerous potential problems and dangers of the Program.

C. Participant wishes to participate in the Program.

D. Participant and District intend to be legally bound by the terms of this Agreement including Participant's releases and indemnity of District.

In consideration of my voluntary participation in this Program, I hereby agree as follows:

1. **Standards of Conduct.**

A. I agree that throughout the Program, I will conduct myself in accordance with all applicable statutes, ordinances, and other laws including but not limited to District's Student Code of Conduct, all Program rules established by District, and laws, regulations, orders, and requirements of duly constituted public authorities of the countries or states where the Program takes place. I understand and agree that abuse of alcoholic beverages, or use or possession of narcotics or any other illegal substance on the Program is expressly prohibited.

B. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could harm College's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of and will abide by all such laws and standards for each country to or through which I will travel during the Program.

C. I acknowledge and understand that any violation of the foregoing or any disciplinary disturbances could lead to sanctions being imposed on me that are consistent with District's Student Discipline Policies and Procedures, including, but not limited to my expulsion from the Program and/or College and referral of any violations to the Vice President of Student Services.

D. I will attend to and assume responsibility for any legal issues or problems I encounter with any foreign nationals or government of the host country. District is not responsible for providing any assistance under such circumstance.

2. **Program Guidelines**. I understand the Study Abroad Program Guidelines, which were provided to me by the Program coordinator, are hereby incorporated by reference and made a part of this Agreement.

3. **Termination.** I agree that District's supervisory personnel on the Program have the right to terminate my participation in the Program if it is determined by them in their sole discretion that my conduct violates any of the laws and rules described herein, or is detrimental to me or other participants or supervisory personnel, or in conflict with the program, or is out of harmony with the best interests and welfare of the group as a whole.

I further agree, if expelled from the program, to be responsible for all expenses incurred in returning to the United States. I further agree and understand that the violation of any rules or regulations may be just cause for my suspension or expulsion from College. In the event I am returned home, I agree no monies paid for or in connection with the Program will be refunded.

4. **Independent Activity and Travel.** I agree and warrant that District cannot and shall not be held responsible in any way for my safety needs or well-being during any period in which I am not directly participating in the Program. This includes but is not limited "free time" (including off hours and breaks) during the Program. I understand that District is not responsible for any injury or loss I may suffer when I am acting or traveling independently or am otherwise separate or absent from any District supervised activity. I waive and release all claims against District that arise at a time when I am not under the direct supervision of District or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instruction. I understand that any travel I do independently on my own before or after the conclusion of the Program is entirely at my own expense and risk.

5. **Institutional Arrangements.** I understand that District does not represent or is not an agent of, and has no responsibility for, any third party, including but not limited to host institution, host family, transportation carrier, hotel, or tour organizer, which may provide any services including food, lodging, travel or other goods or services associated with the Program. I understand that District is providing these services only as a convenience to me and that accordingly, District accepts no responsibility, in whole or in part, for delays, loss, damage or injury to persons or property whatsoever, caused to me or others prior to departure, while traveling or while staying in designated lodging. I further understand that District is not responsible for matters that are beyond its control. I acknowledge that District reserves the right to cancel the trip without penalty or to make any modifications to the itinerary and/or academic program as deemed necessary by District. I also acknowledge that District is not obligated to refund any Program fees if District cancels the trip as a result of a United States Department of State travel advisory for the country of the Program or as a result of any other safety or health related issues as deemed necessary by District.

6. **Health and Safety.** I have been advised to consult with a medical doctor with regard to my personal medical needs. I am aware of all applicable personal medical needs. I state that there are no health-related reasons or problems that preclude or restrict my participation in this Program. I agree to complete and provide District a Medical Self-Assessment, attached hereto as Exhibit A and incorporated herein by reference. I have obtained the required immunizations, if any.

7. **Medical Consent**. In case of any medical emergency (physical or mental) occurring during my participation in this Program, I hereby grant to District or any of its representatives of the Program the full authority to take any action deemed necessary to protect my mental or physical health and safety, including but not limited to, placing me under the care of a doctor or in a hospital or any place for medical examination and/or treatment, including the administration of an anesthetic and surgery, or returning me to the United States at my own expense if such return is deemed necessary after consultation with medical authorities. I agree that District is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. I further agree District is not required to take any such actions if it is not aware of any emergency or in its discretion determines no emergency exists. Should the need arise District is authorized to provide any of my personal information to any health care provider. I agree to complete and provide District a Emergency Contact Information form attached hereto as Exhibit B and incorporated herein by reference. I understand that I may be required to pay up front for any such treatment that I incur while traveling and in the host county. I agree to assume all costs related to any such treatment and release District from any liability for any actions.

8. **Insurance.** I understand that I am required to have adequate health insurance, accident disability, and hospitalization insurance coverage for the duration of my participation in the Program. Adequate coverage provides for medical and hospital care, emergency medical evacuation, and repatriation. I further understand that I will be required to purchase a policy that will cover me if my current one does not. I agree to provide District with verification of such coverage prior to my participation in any Program travel. I agree to complete and provide District a Health Insurance Verification form attached hereto as Exhibit C and incorporated herein

by reference. I recognize and accept that District has no obligation to provide such insurance. I understand and agree that District assumes no liability for any medical, hospital, other health care provider, and/or related expenses I incur while on the Program, and I will be personally responsible for any and all medical, hospital and/or related expenses incurred by me while in the Program and any breaks. I understand that I am responsible to submit any medical receipts to my insurance carrier upon my return.

9. **Indemnification.** Notwithstanding any insurance coverage which may be in effect and in addition to any additional undertakings referred to herein, I, to the extent allowed by law, shall defend, indemnify and hold District, it's Board of Trustees, agents, employees, representatives and volunteers free and harmless from and against any and all liability, claims, losses, expenses, judgments, or demands, including the obligations of District, it's trustees, agents, employees, representatives and volunteers, on account of any similar Agreement District, it's trustees, agents, employees, representatives and volunteers has with me, including demands arising from injuries or death of persons and damage to property, arising directly or indirectly out of my participation in the Program, save and except for claims or litigation arising from the willful misconduct of District and I will make good and reimburse District, it's trustees, agents, employees, representatives and volunteers for any expenditures, including reasonable attorney's fees, that District, it's trustees, agents, employees, representatives and volunteers may make by reason of such matters and, if requested by District, it's trustees, agents, employees, representatives and volunteers, I will defend such suit at the sole cost and expense to me.

10. **Program Changes.** I understand that District reserves the right at any time, prior to or during the Program, to make cancellations, changes or substitutions in case of emergency or changed conditions, or in the interest of the Program. Prior to Program departure, District further reserves the right to alter the costs in order to meet unexpected changes in air fares, hotels, or other living accommodations and the like (as the amount of fees is based on current tariff rates and expenses that are subject to change). I acknowledge that such alternates may create greater risks than the original plans. I further understand that should the Program, or any portion of the Program, be changed or cancelled, District shall have no responsibility beyond the possible refund of deposits made or monies paid to District by me. Minor alterations in the program will not result in refunds.

11. **Miscellaneous.**

A. I understand that District assumes no liability or responsibility whatsoever for any personal property that I bring on the Program.

B. I understand District does not in any way warrant or represent as to the conditions or standards of the living arrangements for me or assure that different participants on the Program will have equal accommodations or accommodations with the same proximity to the classes. There is a lot of variety in living arrangements. The general standard may be substantially below that which I have experienced in the United States. This is particularly true of third-world countries.

C. I acknowledge that in living and traveling in major international cities abroad, I may experience problems associated with urban living, including but not limited to increased crime, pollution, high population density, or standards of living and health standards that are not equivalent to life in the United States. I must take every precaution to safeguard my health and to protect personal belongings from damage or theft. District recommends I never travel alone, particularly at night. Being alone, particularly at night, may present additional danger to my safety and well-being.

D. (Applicable to women participants) I acknowledge that women may experience unique difficulties while abroad. Although the rate of violence toward women including rape is higher in the United States than in many other countries, the mere fact of facing the unfamiliar can raise my anxiety level which is compounded by language and cultural differences and by the unfortunate fact that people in other countries have acquired knowledge of United States women through distorted and stereotyped media images used in television, movies and advertising.

E. I understand that if I incur and fail to pay any financial obligations for the Program, and/or pursuant to the terms of this Agreement including damages to living or educational accommodations, unpaid fees for travel, contractor services, etc., such failure may cause my grades and records to be withheld until such financial obligations are satisfied by me.

F. I agree to advise District immediately of any incident which involves or causes any harm to me. If I decide to leave the Program, I shall advise in advance District's representative.

G. I agree that if I become separated from the Program group, fail to meet a departure airplane, bus, or train or become sick or injured, I will, to a reasonable extent, and at my own expense seek out, contact, and reach the Program group at is next available destination.

12. **Authority.** I represent and warrant that I am eighteen (18) years of age or older, have the authority to execute this Agreement, and am not under guardianship, conservatorship, or other legal authority.

13. **Signature.** In signing this Agreement I acknowledge and represent that I have carefully read the terms and conditions of participation and agree to abide by them, and understand the potential dangers incident to engaging in this Program. I acknowledge that I am fully aware of the legal consequences of this Agreement and agree to its terms and understand that I am releasing and waiving certain rights and assuming the risk of injury and damage from my participation in the Program.

_____ _____

Participant's Signature Date

The information provided will remain confidential and will be shared with program staff, faculty or appropriate professionals only if pertinent to your well-being.

EXHIBIT A

MEDICAL SELF-ASSESSMENT

Name_____ School ID:_____
Last First Middle

Study Abroad Program Name: Spanish Classes in Seville, Spain
Program Dates: June 2024

Though a study abroad experience can be exciting and rewarding, it can also be both physically and emotionally demanding. Therefore we ask that you provide candid evaluation of your health. A certain amount of stress due to culture shock or the change in living conditions and facilities is a normal part of the study abroad experience. However, in some cases, such stress may aggravate disabilities or illnesses that you have under control at home.

With this form, we hope to create an awareness of any health issues that you should take into consideration before going abroad. This information will be used primarily to guide us and/or medical providers in the event of an injury, illness or emergency during your experience. This information will not be used as part of the selection process.

Please rate your overall health (Please check one): Excellent Good Fair Poor

Do you have any:

Pre-existing medical conditions?	☐ YES	☐ NO
Dietary restrictions or known food allergies?	☐ YES	☐ NO
Known allergies to medication, plants, animals, insect stings, etc.?	☐ YES	☐ NO
Physical limitations or disabilities?	☐ YES	☐ NO

If YES, please explain:_____

_____

Have you ever had:

A major surgical operation or been advised to have one?	☐ YES	☐ NO
Treatment in a hospital or mental institution?	☐ YES	☐ NO
A major injury or illness (rheumatic fever, etc.)?	☐ YES	☐ NO

If YES, please explain:_____

_____

Are you currently undergoing treatment or taking medication? ☐ YES ☐ NO
If YES, please explain treatment and list all medications you are taking (including herbal and non-prescription):_____

_____

The information provided will remain confidential and will be shared with program staff, faculty or appropriate professionals only if pertinent to your well-being.

Please list any other pertinent medical information that would be helpful for the Program Coordinator to be aware of during your study abroad experience._____

_____

The information provided will remain confidential and will be shared with program staff, faculty or appropriate professionals only if pertinent to your well-being.

EXHIBIT B

EMERGENCY CONTACT INFORMATION

The following information is intended to be of assistance should an emergency situation occur either home or abroad before, during or after the program. Inform the program coordinator of any changes to be made.

Person to contact in case of emergency:	Emergency Contact #2:
Name(s):_____	Name(s):_____
Relationship to you: _____	Relationship to you:_____
Street Address:_____	Street Address:_____
City/State/Zip:_____	City/State/Zip:_____
Home Telephone:_____	Home Telephone:_____
Work Telephone:_____	Work Telephone:_____
Fax: _____	Fax:_____
E-mail:_____	E-mail:_____

I give my permission to Gavilan Joint Community College District and its agents to contact the person(s) I have identified as my emergency contact in the event the program coordinator or agents of Gavilan Joint Community College District feel such action is justified.

Signature _____Date _____

The information provided will remain confidential and will be shared with program staff, faculty or appropriate professionals only if pertinent to your well-being.

EXHIBIT C

HEALTH INSURANCE VERIFICATION

It is required that you have adequate health insurance coverage while studying or traveling abroad. Failure to carry insurance can result in the delay or denial of treatment. Adequate health insurance provides coverage for: 1) Treatment and medications administered abroad; 2) Emergency evacuation should you need to be rushed to a hospital abroad or back to the US; and 3) Repatriation of your remains in the event of your death.

Please check to see if your current health insurance provides adequate coverage while you are abroad. It is required that you purchase a policy that will cover you if your current one does not. If you need additional coverage, the Study Abroad Program Coordinator has information on insurance policies specifically designed for students participating in study and travel abroad programs.

My current policy will provide adequate medical coverage while I am abroad: ☐ YES ☐ NO

Name of Carrier Company: _____

Policy Number: _____ Toll-free number in the U.S.: _____

Briefly state coverage provided: _____

_____

Emergency evacuation provided: ☐ YES ☐ NO

Repatriation of remains provided: ☐ YES ☐ NO

☐ I understand the need for health insurance and will, if not already covered, purchase a policy for the duration of my program and provide the necessary information regarding proof of coverage to the program coordinator before I am allowed to participate in the study abroad program.

☐ I certify that this policy will be maintained for the duration of the study abroad program. I further certify that the information I have provided is correct.

Signature _____ Date _____

VOLUNTARY ACTIVITY
ASSUMPTION OF RISK AND RELEASE OF LIABILITY
FOR STUDY ABROAD PROGRAM

Please read this document carefully. It affects any rights you may have if you are injured or otherwise suffer damages on a study and travel program.

Gavilan Joint Community College District is a non-profit educational institution. References to District ("District") include Gavilan Joint Community College District, its officers, officials, employees, volunteers, students, agents and assigns.

I, (print your full name) _____, Student ID #_____, freely choose to participate in the District's Study Abroad Program, **Spanish Classes in Seville, Spain** occurring in **June 2018** (henceforth referred to as the "Program").

I understand and acknowledge that in order to participate in this Activity, I agree to ASSUME ALL LIABILITY AND RESPONSIBILITY for any and all potential risks, injuries, or even death which may be associated with participation in this Program. I understand that pursuant to the California Code of Regulations, Subchapter 5, Section 55450, by voluntarily participating in this Program, I am deemed by law to have waived any claims against the District for injury, accident, illness or death occurring during or by reason of the Program.

In consideration of my voluntary participation in this Program, I hereby agree as follows:

Risks of Travel / Study / Work Abroad. I understand that participation in the District program specified above (the "Program") involves risks not found in activities at the College or within the District. These risks include traveling to and within and returning from one or more foreign countries; foreign political, legal, social, transportation, health and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical facilities and providers; and local weather conditions. Participation in the Program requires air travel. Air travel involves risk and could result in damage to property, injury to persons and death**.** I understand and acknowledge that this activity may be dangerous and hazardous and by its very nature pose the potential risk of severe and serious physical and emotional injury/illness, or even death, to me. I acknowledge the inherent hazardous and dangerous nature of the Program and voluntarily participate therein and assume all risk of illness, injury or death from my participation therein.

Assumption of Risk and Release of Liability. Knowing the risks described above, and in voluntary consideration of being permitted to participate in the Program, I agree to release, discharge, indemnify, and hold harmless District, District's governing board ("Board"), and College and each of their officials, officers, employees, agents, volunteers, sponsors, students and representatives free from any and all liabilities arising out of or in connection with my participation in this Program. For purposes of this RELEASE, liability means all claims, demands, losses, causes of action, suits or judgment of any kind that I or my heirs, executors, administrators, and assigns may have against District, Board, College, and their officials, officers, employees, agents, volunteers, sponsors, students and representatives because of my personal, physical or emotional injury, accident, illness, or death, or because of any loss of or damage to property that occurs to me or my property during my participation in the Activity that may result from any cause including but not limited to District's, Board's, College's, trustees', employees', agents', teachers', volunteers', or representatives' own passive or active negligence or other acts other than fraud, willful misconduct or violation of the law.

Signature. I indicate by my signature below that I have read this VOLUNTARY ACTIVITY ASSUMPTION OF RISK AND RELEASE OF LIABILITY FORM and acknowledge that I understand it, that I understand the potential dangers incident to engaging in this Program, am fully aware of the legal consequences of this form, agree to its terms, and understand I am waiving certain rights and assuming the risk of damage from my participation in the Program. No representations, statements, or inducement, oral or written, apart from the foregoing written statement, have been made.

_____ _____

Signature of Program Participant Date

Public Information Office

Photographic Release

I, do hereby give my permission to be photographed or videotaped at Gavilan College. I understand that the images produced become the property of Gavilan College, and that they may be used for purposes of advertising and promotion in print, on television, and on the internet. I understand that they will not be sold, or used for any purpose other than the promotion of Gavilan College.

Date: Signature: Staff signature: