

## WAIVER FOR STUDENTS OF CONTRACTED INSTITUTIONS IES ABROAD CUSTOMIZED PROGRAMS

**STUDENT'S NAME AND ADDRESS:**

**SCHOOL:**

**PROGRAM LOCATION:**

To Student and Parent(s) or Guardian:

**We can only accept original signatures on this document.**

- Students **and** parents/guardians should **sign Page 6** of this waiver.
- Students should also **sign Page 7** of this waiver.
- The student should **initial each page** of the waiver.

**IT IS NECESSARY FOR YOU AND YOUR PARENT(S) OR GUARDIAN TO SIGN THIS FORM AND RETURN IT BY THE DEADLINE. Receipt of the signed form is a condition of participation in the program organized by the Institute for the International Education of Students (hereafter referred to as IES).** Your college or university has a formal agreement with IES, and its academic programs abroad serve as a formal extension of your college's or university's own academic programs on campus. While your participation is a matter between you and your institution, IES nevertheless requires a waiver of liability from you similar to that given it in the agreements it makes with students from other, non-contracted institutions.

Fees for the Program are payable to your home institution in the United States except for any portion of your fee which your institution requires you to pay separately to IES. Any delay in your payment to your home institution, according to their required schedule of payment, may result in interest charges to you on the unpaid balance according to policies of your home institution. Any fees invoiced directly by IES are due in full on or before the due date.

I, \_\_\_\_\_ (student's name) am a student at \_\_\_\_\_ (student's home school) and have agreed to participate in the Institute for the International Education of Students' international studies program (s) organized in partnership with my home school in \_\_\_\_\_ (program country) from \_\_\_\_\_ until \_\_\_\_\_ ("the Program"). In consideration for being permitted to participate in the Program, I hereby agree and represent that:

1. I have received and read IES published descriptions for the program I will attend and have duly informed myself about the IES center(s) I will attend and the Program IES conducts there. I have reviewed the IES Student Code of Responsibility, found in the student handbook. I have chosen to engage in this Program voluntarily and of my own free will. I have been advised that I may withdraw at any time during my participation in the Program.
2. I have made or agree to make available to IES accurate and complete physical and mental health information on the required Medical Report. I have voluntarily informed IES about any other personal data that is necessary in planning for a safe and healthy study abroad experience. I have consulted with a medical doctor of my own choosing who has confirmed my fitness to participate in this IES program.

3. I understand that IES shall only be responsible for those program components included specifically in the program agreement provided to my home institution. IES shall not be responsible for any other aspect or component of the program, including but not limited to, those components sponsored, arranged or accompanied solely by my home institution or a representative thereof, such as faculty, staff, contractors or agents. Such instances include when the group is not accompanied by an IES staff member, during periods when the group is in transit to or from IES Centers, and with respect to all arrangements and logistics arranged or sponsored by your home institution or its faculty and staff (e.g., changes in transportation).
4. I understand that, although IES will attempt to maintain the Program as described in its publications and brochures, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that neither IES, nor its officers, directors, contractors, affiliates, agents and employees shall be responsible or liable for any expenses or losses that I may sustain because of these changes.
5. I understand, acknowledge and agree that guests (e.g., friends, family members, visitors) are not allowed to participate in IES Abroad programs, activities or field trips, or to stay or reside in IES provided housing without the prior written permission of IES Abroad.
6. I understand that IES reserves the right to decline to retain me in the Program at any time should my actions or general behavior, in the sole discretion of IES, be determined to impede or obstruct the progress of the Program in any way or to represent a danger to myself or others.
7. I understand that any foreign study and travel may substantially increase my risk of injury or death. Specifically, I understand that foreign study and travel may expose me to risk of physical or emotional injury or death or damage to property due to, among other things: transportation irregularities, terrorism, piracy, banditry or other criminal activity; unsanitary conditions; ill effects of unfamiliar food and drink; different standards of design, safety and maintenance of buildings, public places and conveyances; disease; chemical or biological attacks; language barriers or cultural differences; political unrest including possible armed conflict; problems arising from legal, visa, passport, or work requirements or irregularities; inadequate or unavailable medical treatment and facilities; and/or natural disasters such as seismic or volcanic activities, floods and storms, and natural hazards posed by certain fauna and flora. I understand that this is a non-exhaustive list of the many risks to which I may be exposed by engaging in a foreign study program. I have made my own independent investigation of these conditions and accept these risks. I hereby release and promise not to sue IES, or its employees, officers, directors, affiliates, contractors or agents, for any damages or injury (including death) caused by, deriving from, associated with, or occurring during my participation in the Program, except to the extent that such damages or injuries may be caused by the negligence or misconduct of the employees or agents of IES.
8. I understand that the laws and customs with respect to alcohol differ from the U.S. or my home country if other than the U.S. in the country/ies where I will be studying or visiting on trips organized by IES. I understand that alcohol will be available to me according to the laws and customs of the countries where I am studying and visiting and that it may be served to me at IES events or in housing located for me by IES in accordance with local custom. I acknowledge that it is

my personal responsibility not to abuse alcohol and always to consume alcohol responsibly. I accept responsibility for any actions or risks that I engage in while under the influence of alcohol or other drugs. I hereby release IES, its officers, directors, affiliates, contractors, employees and agents, for any damages or injury (including death) caused by, deriving from, associated with or occurring during my participation in the Program, except to the extent that such damages or injuries are caused by the negligence or misconduct of the employees or agents of IES.

9. I understand that unless otherwise expressly stated, I am solely responsible for arranging all travel and accommodations in connection with my foreign travel during my participation in the Program, and I hereby represent that I rely voluntarily and at my own risk on the assistance or information, if any, provided by IES or its employees or agents, which assistance or information might include, but is not limited to, assistance or information relating to visa and passport applications, safety tips, housing, travel conditions or arrangements, cultural norms or etiquette, business etiquette, political developments, immigration formalities or restrictions, geography, evacuation and repatriation, insurance, banking, accommodations, and local transportation.
10. I understand that I have the option to choose housing located by IES as a service to its students or, if allowed by the IES program of study I have chosen, housing that I locate myself. Should I choose housing located by IES, I acknowledge that IES does not act as an agent for my housing nor does IES make any representation or warranty of any kind, express or implied, concerning said housing and I assume all responsibility for my housing choices. I understand that IES reserves the right to relocate me at any time and for any reason, with or without notice, to or within housing located by IES. I understand that I may be required by IES, in its sole discretion, to forfeit housing located by or provided by IES if I violate IES policies. I acknowledge and accept the potential risks in any housing situation including without limitation all risks from fire, theft, robbery, assault, and food poisoning. I understand that IES does not insure any of my property in housing located by IES or in any facilities or vehicles owned or leased by IES.
11. I understand that I may have the option to participate in an internship, field placement or service learning while studying with IES. I acknowledge that should I elect this option, IES does not assume responsibility for any potential risks or dangers arising out of or while I am participating in the internship, field placement or service learning or any related trips, activities or programs.
12. I recognize that IES exercises no control over foreign educational institutions, and that when the Program provides for enrollment in such an institution, I am subject to the regulations of that institution and that IES shall, therefore, have no responsibility for decisions made or actions taken by such institutions respecting discontinuation or alteration of courses, fluctuation of fees, changes of teachers, changes in programs or activities, or other academic or disciplinary matters affecting me.
13. Should I require emergency medical treatment as a result of accident or illness arising during my study abroad Program, I consent to such treatment without further consent. I authorize IES and its employees, agents or representatives to supervise my medical treatment in an emergency, and I hereby release IES, its employees, agents, affiliates, contractors and representatives with respect to any and all claims, demands, actions, causes of action, expenses, damages,

judgments, costs or legal fees arising out of or related to the supervision of my medical treatment in an emergency by IES or any of its employees, agents, affiliates, contractors or representatives. This medical consent is not intended to create a special relationship between IES and me. Nor is it intended to create a legal duty in IES to supervise or oversee my medical treatment in an emergency.

14. Should I absent myself from the Program or travel independently, I recognize that IES has no responsibility for me.
15. I agree to comply with the IES Code of Student Responsibility and Student Handbook rules and regulations and any rules and regulations stipulated by center staff or faculty, all policies for my specific center, and to obey host country laws. I understand that IES may take disciplinary action against me according to its Code of Student Responsibility and may summarily exclude me upon written notice from the IES Center, facilities, class(es), the Program, student housing, field trips or other events, activities, trips or privileges if, in the view of IES or the Government of the host country, I have acted in any way that is detrimental to the Program or to other students for academic, moral, legal, or disciplinary reasons, or if my behavior offends against local laws or customs, or if my behavior is deemed by IES, in its sole discretion, to be detrimental to my own safety or well-being. I hereby grant IES permission to contact and inform my parents and/or my home college at any time about any misconduct, injury or incident involving me during or in connection with the Program or any aspect thereof, in IES' sole discretion.
16. I agree that, in the event of an emergency, or in the interest of my safety and well-being, my family can be contacted, notwithstanding any requirement of law to the contrary.
17. I agree to pursue with diligence the course of studies for which I register in the Program, to attend classes regularly and to comply in all respects with the academic and disciplinary regulations of IES and any host country institution in which I may enroll. I understand that I may be dismissed at any time for failure to prepare for or attend classes, failure to complete the minimum number of academic credits required by my program of study at the end of the first semester, or failure to attain a GPA of at least 2.0 out of 4.0
18. I agree to pay any fee on invoice to IES for any housing, meal, travel and other arrangements and services that are provided in the Program and not covered by my home institution. If default be made in the timely payment of the principal sum, an interest rate of the lesser of the maximum permitted by law or 1 1/2 % per month will be charged on the unpaid balance.
19. (a) I agree that should I withdraw from or be expelled from the Program at any time on or after the date the full payment is due but prior to the start date of the Program, refund of the unused, unexpended or uncommitted portion of the Comprehensive Fee that I have paid shall be made in accordance with the refund policy of IES. In sum, refunds will be made only on recoverable costs, less the IES administrative fees. I understand that on or after the arrival date there will be no refunds. After the arrival date for my Program, I may appeal for a partial refund only in the event of a serious illness or emergency that requires me to return home. The amount of my refund in this event will be determined on the basis of recoverable costs and at the sole discretion of IES at the time of my withdrawal.

- (b) I understand that I am subject to my home institution's policies for any fees paid that are over and above those charged by IES.
20. I further understand that IES shall make no refund in any event for any unused services such as field trips and housing, etc. while I am enrolled in the Program.
21. (a) I agree that if I or my parents or guardian are in default in the payment of any indebtedness due to IES, then IES shall be under no further duty or obligation to pay or disburse any monies on my behalf for tuition, lodging, board, travel, or other activity as outlined in the Program and may refrain from making any such payments until the default has been fully eliminated. I understand that if I am indebted to IES I will not be allowed to continue in IES activities, programming or IES located housing. The waiver of this right or the failure to exercise it by IES shall in no way affect my obligation and/or the obligation of my parents or guardian to pay such sums which may be due IES. IES reserves the right to withhold reporting to my college or university any credits I have earned or am entitled to and to refrain from issuing to me any diploma or certificate of attendance, so long as I and/or my parents or guardian are in default in the payment of any indebtedness due IES. I further understand that should I continue to have unpaid costs on my account after completing the program I will not receive my final grade report until that account is fully satisfied.
- (b) I understand that penalties will be assessed for late payment. Students who request an installment plan will be assessed an additional fee.
22. I acknowledge that in no event and under no circumstances shall the liability of IES for any act or for any failure to act by IES exceed the amount that I have paid for the Program.
23. I understand that I may incur additional expenses during my IES program for which I may be charged in local currency on site or directly billed to my home through IES. These charges may be for field trips or required course materials and I agree to pay these charges upon receipt of the bill.
24. I agree that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of the agreement will remain in full force and effect.
25. By my signature below, I authorize IES to use, as it deems appropriate, my name, likeness, image, personal information such as my address, birth date, hometown, educational background and institutional affiliations, and information on IES scholarships or awards that I have been awarded. This consent to publicity does not authorize IES to publicly disclose medical or financial information which I have submitted to IES in conjunction with my application for or participation in the IES program. Medical and financial information is considered confidential and its use and disclosure shall be governed by IES policies and practices on confidential information.
26. I represent and warrant that anything that I submit to IES for the Photo, Video, or Writing Contests (or for any other purposes) including but not limited to, photographs, video, or written testimonials are my original works created solely by me and may be used or published by IES in any form, format, or media at any time. I understand that this authorization specifically includes publication of such information by IES in promotional literature, online, and disclosure to the media,

and I hereby waive any and all rights which I might have to compensation for such use. I also waive any and all rights which I might have in such information.

27. I agree that the provisions of this agreement shall automatically be extended should I enroll at the same Center in a subsequent semester. The fees for the additional semester are detailed in IES publications for the Program that I will attend or in a supplementary fee schedule. Split year students (students attending two different IES programs in two consecutive terms) may be required to complete an additional Form of Agreement for the second term in IES' sole discretion.
28. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, I have the right to consult with the adviser, counselor, or attorney of my choice.
29. This agreement represents my complete understanding with IES concerning IES' responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with IES on this subject, whether written or oral, and cannot be changed or amended in any way without my written agreement.
30. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such adjudication will occur solely in the courts of Cook County, Illinois, and shall be determined solely by the laws of the State of Illinois. I hereby consent, irrevocably, to the jurisdiction and exclusive venue of said courts with respect to any such dispute

**I have read this waiver and release agreement and discussed its contents with my student.**

**By my signature, I express my complete concurrence with this agreement.**

APPROVED AND ADOPTED:



March 4, 2009

Signature of Authorized IES Officer Date

\_\_\_\_\_  
Signature of Parent\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent

\_\_\_\_\_  
Signature of Student\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Signature of Guardian  
(Attach evidence of court appointment)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Guardian

\_\_\_\_\_  
Student Date of Birth

***\*You and at least one parent (even if you are no longer a minor) must sign and date the agreement***

**PLEASE NOTE THAT AN ADDITIONAL SIGNATURE PAGE FOLLOWS**

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I, \_\_\_\_\_, a person of legal majority, have been accepted by my institution and the Institute for the International Education of Students ("IES") to participate in an international study abroad program ("the Program"). Throughout the Program, I acknowledge that I will remain a student at the college or university I am currently attending ("my Home Campus"). I also may or may not be enrolled simultaneously in IES and/or educational institutions abroad ("the Overseas Campus"). I hereby authorize employees, agents and representatives of IES, my Home Campus, the Overseas Campus, health care providers and others who, in the sole discretion of IES, have a need to know said information to share information and materials from my academic and education records with one another, and also to communicate with one another and with my parents or legal guardian concerning any emergency, medical, academic, disciplinary, legal or health-related issue involving or related to me, or to any conduct, misconduct, alleged misconduct, student disciplinary proceeding(s), academic proceedings(s), or legal proceedings(s) involving or relating to me in any manner. I further authorize my student health insurance carrier, HTH/Worldwide Insurance Services, Inc or its duly authorized subcontractors to release to the IES Dean of Students Office or its designee medical or health information of any nature whatsoever, including medical records or information for mental/nervous disorders, HIV/AIDS or any other physical or psychological condition. I, the undersigned student, understand that I may revoke this authorization and other rights conveyed in this paragraph. Any such revocation must be in writing and delivered to IES in order to be effective. This Authorization shall expire upon my separation from IES, the Overseas Campus or my Home Campus, whichever occurs last, except with respect to any information orl or materials that have already been shared or exchanged pursuant to this Authorization prior thereto. A photocopy of the above Authorization shall have the same effect as the original executed copy hereof.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Date

***This page must be signed and dated and included with the rest of this document. Your contract will be considered incomplete without this signed page.***

**PLEASE RETURN THIS FORM OF AGREEMENT IN ITS ENTIRETY, INITIALED ON EVERY PAGE.**