VMI STUDY ABROAD PROGRAM AGREEMENT & RELEASE

I, _____ (Student), agree to participate in a study abroad program from _____ until _____ in _____ ("the program"). In consideration for being permitted to participate in the program, I hereby agree and represent that:

1. There are certain dangers, hazards, and risks inherent in international travel and the activities included in the Program, including but not limited to crime, disease, illness, accidents, and which also could include serious or even mortal injuries and property damage and that VMI cannot and does not assume responsibility for any such personal injuries or property damage, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the employees of VMI.

2. VMI is not responsible for any occurrences related to independent travel or during any absence from the university or other VMI-supervised activities.

3. VMI is not responsible for the personal actions of any student, which may result in financial plight, involvement with local police authorities, failure to observe travel schedules resulting in missed connections with prepaid transportation, loss of personal effects, or for any illness and/or accident to any program participant. Additionally, I understand that I must arrange to have emergency funds or credit cards available on short notice for unforeseen events not covered by the basic cost of the program (e.g. airplane transportation home prior to the conclusion of the program, replacement of lost items, loss of personal funds, etc.) VMI will not assume responsibility for supplying emergency financing of a personal nature.

4. Student acknowledges and understands that should Student have or develop legal problems with any foreign nationals or government of the host country, Student will attend to the matter personally with the Student's own personal funds. VMI is not responsible for providing any assistance under such circumstances. However, Student hereby permits VMI to take any steps reasonably necessary to assist Student in financial or medical emergencies.

5. If Student voluntarily resigns or is dismissed for any reason, VMI is relieved of any and all responsibility as of the date of resignation or dismissal. If withdrawn from the program, Student consents to being sent home at his/her (or parents'/guardians') expense with neither refund of fees nor academic credit. Student also understands that if he/she leaves the program voluntarily for any reason, there will be no refund of fees already paid. Exceptions to the refund policy are made only in extraordinary circumstances. Appeals may be made to the Tuition Appeals Committee upon written request to the VMI Comptroller, no later than 60 days after withdrawal from the program.

6. Fees are based upon best estimates of costs and numbers of attendees. Fees collected in excess of program costs or costs in excess of fees collected are absorbed by the operating budget of the Institute.

7. Student understands and agrees that VMI, its governing board, employees, and agents are:
   a. Not responsible or liable for any injury, damage, loss, accident, delay or other which may be caused by the defect of any vehicle or the negligence or default of any company or person engaged in providing or performing any of the services involved in the Program;
   b. Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, de jure or de facto wars, whether declared or undeclared, natural disasters, or other such causes:
   c. Not responsible for any disruption of travel arrangements, or any expenses incurred there from.

8. Student assures VMI he/she has consulted with a medical doctor with regard to his/her personal medical needs such that Student can state that there are no health-related reasons or problems which preclude or restrict participation in this Program.

9. Student is aware of all applicable personal medical needs, as well as having arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while in the Program. Student agrees that VMI cannot be and is not responsible for attending to any of the Student's medical or medication needs, that Student assumes all such risk and responsibility, and that if Student is required to be hospitalized while in a foreign country or in the US during this Program, VMI cannot and does not assume any legal responsibility for payment of such costs.

10. Student expects to receive VMI academic credit from his/her program abroad. Therefore, Student is subject to VMI's rules and regulations, including sections concerning responsibility, refunds and changes in dates, accommodations and courses, student behavior and the Honor Code.

11. All references in this agreement to "VMI" and its "agents" shall include the Virginia Military Institute, its governing board, and all of its officers, directors, staff members, teachers, host school officials, employees, agents and affiliated companies. All references herein to the "parents" of the student shall include the legal guardian or another adult responsible for the applicant.

12. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Program, Student agrees to assume all the risks and responsibilities surrounding the participation in the Program, the transportation, and in any related activities. Student releases, discharges, indemnifies, and covenants not to sue VMI and its agents. Student releases VMI from any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Student may have or which may hereafter accrue to Student, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Student or by any property belonging to Student, while in or in transit to or from the Program or while engaging in any activity related to the Program.

I have read, understand and accept the terms stated above. (Note: If participant is under the age of 18, a parent's signature is also required)

_____ Date_____
Signature

_____
Printed Name
****

_____ Date_____
Signature of Parent or Guardian (if participant is under 18)