

COLUMBUS STATE STUDY ABROAD WAIVER AND RELEASE OF CLAIMS

This **WAIVER and RELEASE** is entered into in Columbus, Ohio between Columbus State Community College (hereafter referred to as the College), 550 East Spring Street, Columbus, Ohio 43216-1609, and the participating participant.

This document covers any/all trips offered outside the Columbus State Campuses. If a third party vendor is involved, the vendor may have separate documents, forms and agreements that must also be reviewed and signed prior to participation in travel.

1. Academic Study Abroad Course _____participant initials

The College agrees to offer and the individual wishes to participate in the following academic study abroad course.

Study Abroad course ID: SCM 2994 OR Register and take courses BOTH SU and AU 24

Destination locations (specific location, city, and country): Dresden, Germany

Course travel Start Date: August 13, 2024

Course travel End Date: August 23, 2024

Faculty Lead(s): Jeremy Banta, Andy Woodmansee, Adele Wright

The course travel start and end dates set forth above are the dates that the travel portion of the course begins and ends and does not include travel time to and from the port of departure for the travel location.

2. Conditions and Risks in Foreign Countries _____participant initials

The participant understands that the travel portion of the course in question is offered in a country other than the United States. The destination country may not have all of the comforts, services, convenience and safety available in the United States. The participant also recognizes and understands that the following conditions may exist:

- Health care, medicines and related services may not be as readily available or of a quality comparable to those available in Columbus, Ohio.
- Transportation may not be as safe or reliable or subject to the same safety standards applicable to public carriers as in Columbus, Ohio.
- Public Safety personnel may not be able to provide a level of personal security comparable to that in Columbus, Ohio.
- The laws of certain countries do not provide for due process or safeguard or provide individual rights to the same extent as the laws of the United States. Other countries' laws are often very different from the laws of Ohio and the United States.
- Various diseases unknown or rare in the United States may be present in other countries.

The participant hereby acknowledges that additional useful information about the countries to be visited is available from the US State Department on its website.

3. Cost of the Program _____participant initials

The participant is responsible for paying the College the sum identified in the schedule attached hereto for participation in the program. The sum must be paid to the College at its Business Office not later than the cut-off date specified in the course information. Full payment of the sum is a prerequisite to participation in the course and the travel involved. Refunds are only available per the process and deadline set forth in the course information.

There will be additional out-of pocket costs for which the participant will be responsible, including those identified as Additional Costs in the payment schedule attached hereto.

4. Cancellation of the Program _____participant initials

The College may cancel this course at any time for any reason it deems appropriate and at its sole discretion. If the course is being offered directly by the College, participants will receive a full refund if the College cancels the course.

If the course is being offered through a third party vendor, the refund policy of that vendor will determine the refund available to participants.

5. Medical Insurance Coverage _____participant initials

The College provides a medical benefits package plan for each participant for the duration of the study abroad experience.

The participant hereby acknowledges that s/he has been advised to consult with his/her personal physician(s) regarding immunizations or preventive care which may be appropriate or necessary before traveling to the travel destination.

6. Trip Interruption _____participant initials

Factors beyond the control of the College may affect or interrupt scheduled air or land transportation associated with the course. Liability for the trip interruption is as specified in the course information, booking conditions, and conditions of third party vendors.

7. Responsibility for Handling Luggage/Searches _____participant initials

The participant is responsible for handling his/her own luggage throughout the travel experience. A high probability exists for luggage to be searched by security/airport officials.

8. Compliance with the College's Code of Conduct and Applicable Law _____participant initials

The undersigned participant states affirmatively that s/he:

- read the College student handbook
- understands the code of conduct
- is bound by that code of conduct
- is accountable for his/her actions in accordance with the student handbook
- is bound by the laws and regulations in effect at each location visited during the course including the laws of sovereign governments of other countries.

9. Publicity _____participant initials

The participant agrees that the College may use without compensation any of his/her papers, comments and photographic likeness in any publicity material or other news releases made in conjunction with this study abroad opportunity or other associated College events.

10. Responsibility for Passports and Other Documents _____participant initials

Program participants are responsible for obtaining at their own expense a passport, visas, international student identification cards and any health certificate necessary for the travel associated with this course. The participant's failure to obtain such documents in a timely fashion may preclude or delay participation in the program.

11. Discussion of Risks with the College Representative _____participant initials

Participation in the course is not required for a degree at the College. If the participant is concerned about any of the risks or conditions discussed in this Waiver and Release of Claims, the participant should discuss such risks or conditions with the Faculty Lead(s) and the Study Abroad Faculty Fellow.

Program participants are encouraged to have all questions and concerns addressed before committing to this course.

Participants not having questions for the Faculty Lead(s) or Study Abroad Faculty Fellow shall be deemed to fully understand any risks associated with the travel experience in this course.

12. Termination of Participation in Program _____participant initials

The College reserves the right in its sole discretion to terminate at any time the participant's participation in the course for good cause. Good cause shall include but not be limited to: violation of any law or regulation of any government(s) at any location visited during the course; violation of any provisions of the code of conduct of the College or violation of any instruction, directive or order given by an agent or employee of the College. The right may be exercised by any on-site faculty member of the College. If terminated from participation in the course under this provision, the participant shall promptly vacate along with all his/her personal possessions the facilities provided in conjunction with the course. The participant shall take the next available transportation back to Columbus, Ohio at his/her expense.

13. Legal Representation _____participant initials

In the event the participant becomes the subject of any legal, criminal or civil investigation, dispute or charge(s) during participation in the course, the College will not represent the participant or the participant's legal interests. The College assumes no responsibility for any governmental action resulting from the participant's involvement in the course. The College shall not be responsible for obtaining a lawyer for the participant or for paying attorney fees or costs associated with any criminal or civil dispute involving the participant that may arise during participation in the course.

14. Responsibility for Participant Conduct _____participant initials

The College shall not be responsible for the participant's conduct, including but not limited to conduct by the participant which violates the College Code of Conduct or any law or regulation of the government(s) of any location visited during the course.

15. Indemnification of the College _____participant initials

The participant shall indemnify the College, its agents, directors, and employees and hold it harmless for any financial liability or obligations incurred as a result of participation in the course.

The participant shall indemnify the College, its agents, directors, and employees and to hold it harmless for any injury or damage to the person or property of others which the participant causes or contributes to while participating in the course.

16. General Release of Claims against the College _____participant initials

If the course is being offered by the College through a vendor, there may be other participating colleges and universities involved in the course as set forth in the course information. In consideration for the opportunity to participate in the course and to use the services and facilities made available by the College for this course, the participant releases and forever discharges for themselves and their heirs, executors or administrators the College and its officers, employees and agents from any and all claims, demands, and causes of action for personal injury or any other damage that may arise out of or be in any way related to their acts or omissions in connection with participation in the course.

17. Ohio Law to Govern _____participant initials

This waiver and release is governed by and shall be construed in accordance with the laws of the State of Ohio. Any dispute arising hereunder shall be resolved in Columbus, Ohio.

18. Binding Effect of Waiver and Release _____participant initials

This Release shall inure to the benefit of and be binding upon the parties and their respective successors, employees, officers, executors, administrators, legal representatives, insurers and assigns.

19. Medical Authorization _____participant initials

Under exigent or emergency circumstances, it may be necessary for one or more agents or employees of the College to provide or arrange for the provision of medical care, treatment or hospitalization of the participant at the participant's expense. The participant gives full and complete authority to such agents or employees in their sole discretion to give or provide all things deemed necessary in their sole discretion for the participant's medical care, treatment and hospitalization at the participant's own expense.

20. Entire Agreement _____participant initials

The entire Agreement of the parties is contained in this instrument and there are no oral representations or other terms which are not set forth in writing herein or attached to this Agreement.

IN WITNESS WHEREOF, the parties to this Waiver and Release have signed at Columbus, Ohio on the dates indicated below.

Participating Participant (Signature) Date

Participating Participant (Print name)

COLUMBUS STATE COMMUNITY COLLEGE BY:

Associate Vice President, Academic Affairs Date

President (Its Authorized Agent) Date