

COLLEGE OF CHARLESTON
LIABILITY RELEASE, EMERGENCY MEDICAL AUTHORIZATION
AND AGREEMENT
(Domestic Travel)

1. I _____, the undersigned student desire to participate in the following activity/trip _____ (“Activity”), to be held on _____. I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, and in any independent research or other endeavors I may undertake supplemental to the Activity. These dangers, hazards, and risks can result in injury and impairment to my body, general health and well being, and could include serious or even fatal injuries. I also understand that these dangers, hazards, and risk could include loss or damage to my personal property.

2. Knowing the dangers, hazards, and risks of such endeavors, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, spouse, heirs, and personal representative(s) (the “Releasers”), I agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation to and from the Activity, and in any independent research or other acts undertaken as supplemental to the Activity, and on behalf of myself and the Releasers I hereby release, waive, forever discharge, and covenant not to sue the State of South Carolina, the College of Charleston, and its trustees, officers, agents, employees and any students acting as employees (“Releasees”), from and against any and all liability and for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me or a Releaser, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while engaged in the Activity, any act supplemental to the Activity, or while I am in transit to or from the premises where the Activity or supplemental act occurs or is being conducted.

3. I further agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or cost, including court costs and attorneys’ fees that may arise due to my participation in the Activity.

4. It is my expressed intent that this **LIABILITY RELEASE, EMERGENCY MEDICAL AUTHORIZATION, AND AGREEMENT** (the “Agreement”) shall bind me, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a legally binding release, waiver, discharge and covenant not to sue the Releasees.

5. I understand, agree and hereby grant Releasees permission to authorize emergency medical treatment for me, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

6. By signing this Agreement, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in the Activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may arise as a result of an injury to me. I recognize that the College of Charleston (“College”) is not obligated to provide for any of my medical or medication needs or insurance and that I assume all risk and responsibility for those needs. If I am a driver and will be driving a vehicle (other than a College vehicle) during the period first stated above, I certify that I will, during such period, personally carry automobile liability insurance that includes medical payments coverage.

**COLLEGE OF CHARLESTON
STUDENT CONSENT, MEDICAL AUTHORIZATION, AND RELEASE
AGREEMENT
(International Travel)**

Name of Program: _____

**THIS FORM MUST BE SIGNED AND RECEIVED BY THE CENTER FOR
INTERNATIONAL EDUCATION NO LATER THAN: _____**

STUDENT NAME: _____

COLLEGE OF CHARLESTON (“CofC”) STUDENT: Yes No

If “No”, name and location of “Home” institution where enrolled: _____

STUDENT IDENTIFICATION NUMBER: (CofC Student): _____

(Other than CofC Student): Student ID# _____

NAME OF INTERNATIONAL PROGRAM OR ACTIVITY (“Program”):

PROGRAM DATES: _____

COLLEGE FACULTY ADVISER/PROGRAM DIRECTOR: _____

TERMS AND CONDITIONS

The following Agreement describes the rights and responsibilities of all participants in education abroad programs or in other academic activities conducted outside of the United States by or through the College of Charleston (the “College”). In order to participate in the Program named above you, as the student, must sign this form to indicate agreement with all the provisions contained in this document and in the Program brochure, itinerary, or flyer (if any). **If you are less than 18 years of age, you must also obtain permission from a parent or legal guardian to participate in the Program. For ease of reference, when the term “student” is used in this document it refers to you and, if you are less than 18 years of age, also to your parent or legal guardian who signs this document along with you.**

THIS IS A LEGAL DOCUMENT THAT CONTAINS VERY IMPORTANT PROVISIONS AFFECTING YOUR RIGHTS. IF YOU (OR YOUR PARENT/LEGAL GUARDIAN, AS APPROPRIATE) DO NOT UNDERSTAND THIS AGREEMENT YOU ARE URGED TO SEEK THE ADVICE OF YOUR PERSONAL LEGAL COUNSEL.

I, THE UNDERSIGNED STUDENT, HEREBY AGREE AS FOLLOWS:

1. Risks of Education Abroad. I understand that participation in education abroad programs involve risks not found in study at the College of Charleston. These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign, political, legal, social, and economic conditions and potential unrest; different standards of design, safety and maintenance of buildings, public places, and conveyances; local medical and weather conditions; local road conditions, dietary and food differences and availability, and other matters. I have made my own investigation and am willing to and do accept all of these risks.

2. Institutional Arrangements. I understand that the College does not represent or act as an agent for, and cannot control the acts or omissions of any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in education abroad programs and activities.

3. Release. Knowing the dangers, hazards, and risks of the study abroad program and foreign travel generally, and in consideration of being permitted to participate in the Program, on behalf of myself, my family, spouse, heirs, and personal representative(s) (the “Releasors”), I agree to assume all the risks and responsibilities surrounding my participation in the Program, the transportation to and from the Program, and in any independent research or other acts undertaken as supplemental or ancillary to the Program, and on behalf of myself and the Releasors I hereby release, waive, forever discharge, and covenant not to sue the State of South Carolina, the College of Charleston, and its trustees, officers, agents, employees and any students acting as employees (“Releasees”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me or a Releasor, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while engaged in the Program, any act supplemental or ancillary to the Program (including but not limited to food and lodging), or while I am in transit to, from, or in the host country where the Program is being conducted. I further agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or cost, including court costs and attorneys’ fees, that may arise due to my participation in the Program. It is my expressed intent that this **LIABILITY RELEASE, EMERGENCY MEDICAL AUTHORIZATION, AND AGREEMENT** (the “Agreement”) shall bind me, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a legally binding release, waiver, discharge and covenant not to sue the Releasees.

4. Health and Safety. I have recently consulted with a medical doctor with regard to my physical condition and my personal medical needs in relation to my travel abroad and participation in the Program. Except as specifically stated below in this paragraph 4 (EXCEPTIONS), there are no physical or psychologically related circumstances, conditions, or needs that preclude or restrict my participation in the Program.

EXCEPTIONS: (*Check one*)

- A. There are no exceptions to the above statement.

B. I am a qualified person with a disability¹ and I request one or more reasonable accommodations or auxiliary aids or services that are within the control of the College. I am requesting the following accommodations²: _____

C. I am not claiming that I have a disability, but I do have the following special medical needs that I want the College to know about in the event of an emergency when I am unable to act for myself. I wish to advise the College of my special medical needs: _____

Please note that the information supplied in response to this paragraph 4(C) will only be used in the event of such an emergency and will not be used for any other purpose whatsoever.

5. Medical Treatment Authorization and Responsibility; Medical Insurance. I understand that while I am abroad an emergency may develop that necessitates medical care, hospitalization, or surgery. Wherever practicable, a faculty member participating in the Program, or other Program representative, will contact the emergency contact person(s) designated below prior to such treatment. What is practicable may vary depending upon the nature of the emergency. Therefore, I (and my parent/guardian, as applicable), authorize the College, through such faculty member or other Program representative, to secure for me any necessary emergency medical treatment, including the administration of anesthesia and surgery that the College may consider to be warranted under the circumstances. The College, however, is not obligated to take any such action. The undersigned agree and acknowledge that in all circumstances when such treatment is provided I/we shall be solely responsible for the cost of my treatment and care and I (and my parent/guardian, as applicable) agree to reimburse the College for any expense that it may incur on account of my injury or illness including, but not limited to, my treatment, transportation, or

¹ A “qualified person with a disability” means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for participation in the Program. Disability means a physical or mental impairment that substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment.

² These accommodations may be a request for modifications to policies, practices, or procedures relating to the Program and/or a request for the provision of auxiliary aids or services. Please note that the College will require, in accordance with law and its policies, documentation of the claimed disability from a healthcare provider regarding the nature of the disability and its relationship to the requested accommodation and the essential elements of the Program’s various activities and requirements. The College will not be able to offer any accommodation outside of the United States and its territories that relates to, or may be affected by, the design or maintenance of buildings, public places, accommodations, and/or conveyances or modes of transportation. Nor will the College be able to offer the provision of auxiliary aids or services that would result in a fundamental alteration in the nature of the Program, or in undue financial and administrative burdens, or that constitute a significant risk to the health or safety of you or others.

stay in a medical facility. I understand and agree that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with the emergency medical treatment authorized under this paragraph 5 and that the Release contained in paragraph 4 applies to all such treatment and the related decisions and judgments of the Releasees.

I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs and related expenses while I participate in my education abroad. I recognize that the College is not obligated to provide for any of my medical or medication needs or insurance and that the undersigned assume all risk and responsibility for those needs. The insurance or payment arrangements I have made are as follows:

Name of Insurance Company (Carrier): _____

Name of Policy Holder and Relationship to Student: _____

Policy Number: _____

Emergency evacuation provided: Yes No

Repatriation of remains provided: Yes No

I REALIZE THIS INSURANCE REQUIREMENT IS MANDATORY AND CAN ONLY BE WAIVED, IN EXCEPTIONAL CIRCUMSTANCES AS DETERMINED, IN WRITING, BY THE DIRECTOR OF THE CENTER FOR INTERNATIONAL EDUCATION.

6. Other Insurance. I understand that the College also requires that students planning to operate a motor vehicle during the Program obtain personal liability and collision insurance that will cover them in the all applicable Program locations. In addition, the College recommends, but does not require, that students insure their personal property from loss or theft.

7. Release of Academic and Social Standing Records. I agree to allow the College, or home institution where I am enrolled, as appropriate, and the applicable Student Life Office, to release all records regarding my past and present academic and social standing to College Center for International Education and to other universities, colleges, agencies, and education abroad programs when necessary for purposes of my admission or entry into, or participation in, the Program. These records may include disciplinary records maintained by the College or my home institution, as may be determined applicable by the College's Center for International Education. I understand that I may be denied admission to the Program if the College determines that I may pose an unacceptable risk to the safety of myself, or others, or to the public reputation of the Program or the College.

8. Program Cancellation. I understand that the College reserves the right to cancel study abroad trips and to make changes or alterations in the Program and/or Program itineraries at any time as may be required because of emergencies, changed conditions, or the College's determination that such changes or alterations are in the best interest of the Program or its participants. I further understand that the College is not responsible for changes or alterations to or cancellation of Programs by host institutions.

9. Program Changes or Termination. Should the College cancel the Program, full refunds of relevant tuition cost and program fees will be made unless the cancellation is due to circumstances beyond the control of the College, in which case the College will be able to refund only uncommitted and recoverable funds. Subject to the provisions of the preceding sentence, any refunds made for the Program when payment was previously made to the College will be in accordance with published College refund policies for the academic year in which the Program occurs, unless otherwise stated.

10. Program Withdrawal and Terms of Participation. I understand that in the event that I choose to cancel my enrollment or voluntarily withdraw from the Program at any time, I agree to abide by the terms set forth under the refund policy and other policies of the College that can be found at <http://treasurer.cofc.edu/>, unless otherwise stated in the itinerary, brochure or other documentation specifically related to the Program or study abroad activities (See <http://www.cofc.edu/international/> for specific information on each program and general information applicable to all College provided opportunities for study abroad). I understand that it is my responsibility before signing this Agreement to read carefully the College refund policy and other related policies, and all Program information, including but not limited to, the itinerary, brochure and related documents whether located on the College's web site, or provided to me electronically or in hard text by or through the College's Center for International Education.

11. Student Conduct. I agree to comply with the College's Code of Student Conduct and other College regulations regarding conduct, comportment, and academic integrity during my participation in the Program. I understand that the Program director has the right to enforce such standards of conduct and that I may be dismissed from the Program at any time for failing to abide by such standards. I understand that while I am a visitor in a foreign country, I will be subject to the laws of that country and that any breaches of the local law of the host community or country are punishable by the appropriate local law enforcement authorities. I further understand that, if I am attending a foreign university as part of a College of Charleston Program, I am also subject to the conduct regulations of that institution. I further agree that if I am excused from the Program due to my conduct, I shall be responsible for all expenses incurred in returning to the United States and I shall forfeit all fees and tuition for the remainder of the Program to the College.

12. Respect for Other Cultures. I understand that students participating in College of Charleston programs must be willing to learn about their host cultures and be open to new ideas even though they may be culturally challenging. Consequently, I will demonstrate a respect for the culture of the host country even though I may not agree with all aspects of that culture, and I understand that behavior that is inconsistent with this statement may lead to my removal from the Program.

I HAVE CAREFULLY READ ALL OF THE PROVISIONS IN THIS AGREEMENT AND I AGREE TO BE BOUND BY EACH AND ALL OF THEM, AS INDICATED BY MY SIGNATURE BELOW. NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE PROVISIONS OF THIS WRITTEN AGREEMENT, HAVE BEEN MADE REGARDING THE SUBJECT MATTER HEREIN. I FURTHER UNDERSTAND THAT THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY UPON ITS RECEIPT AND SIGNATURE BY THE COLLEGE OF CHARLESTON AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, WHICH SHALL BE THE FORUM FOR ANY LAWSUITS FILED UNDER OR INCIDENT TO THIS AGREEMENT.

Agreed to:

Name of Student: _____

Permanent Street Address: _____

City, State, Zip: _____

Telephone No.: _____
COLLEGE Email address: _____

X _____
Signature

(IF STUDENT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST ALSO READ AND SIGN THIS FORM WHERE INDICATED BELOW.)

I am the parent or legal guardian of the above named student, have read the foregoing Agreement (including such parts as may subject me to personal financial responsibility), and I agree to be legally responsible for the obligations and acts of the student as described in this Agreement, and I further agree, for myself and for the student, to be bound by its terms.

x _____
Signature of Parent/Guardian

Printed Name: _____
Relationship to Student: _____
Permanent Street Address: _____
City, State, Zip: _____
Telephone No.: _____

Date: _____

EMERGENCY CONTACTS

Persons to contact in case of emergency:

- Contact Person #1: _____

Address: _____

Telephone Number (Day): _____
(Night): _____
(FAX): _____
(E-mail): _____

- Contact Person #2: _____

Address: _____

Telephone Number (Day): _____
(Night): _____
(FAX): _____
(E-mail): _____

For College Use Only:

**Agreed to and Accepted by the College of Charleston
(May Only be Accepted by a Non-Student Employee of the College):**

Signature
Printed Name: _____
Title: _____
Date: _____