

## Summer in Italy Program

### APPLICATION FORM #7: Agreement to Terms and Conditions of Program

**Read carefully, hand sign, and upload the signed form to the application site.**

**Emory University**

**Center for Ethics Summer in Italy Program**

**Agreement to Terms and Conditions of Program and Assumption of Risk, Release, and Covenant Not to Sue**

I, the student, in consideration of my acceptance in an Emory University Summer in Italy Program (the "Program"), agree to all terms and conditions of the Program. I understand that my registration and attendance in the Program constitute evidence of my agreement to comply with all such terms and conditions. I acknowledge that participation in the program is entirely voluntary and is in no way required by Emory University to complete the credit hours required for a degree.

#### **I. TERMS AND CONDITIONS**

**1. Requirements** - The undersigned agrees to adhere to the Emory College Honor Code and Undergraduate Code of Conduct. Prior to departure the undersigned agrees to complete any prerequisite coursework for the Program, to maintain a 2.5 cumulative grade point average, and to be in good academic standing. Failure to comply with these standards and regulations may result in termination from the Program, including liability for any applicable late withdrawal penalties and/or expenses entered into by the University or Program on the student's behalf. The undersigned also agrees at all times during the Program to comply with the terms and conditions in this agreement, the rules and regulations of the University (as they appear in this agreement and in bulletins and any other Emory or Center for Ethics publications, including all rules and regulations related to the Program), the laws of the host country and, if applicable, the rules and regulations of the host university or Program.

**2. Cost of the Program** - Information regarding the cost of the Program and other particulars regarding the Program can be found in the Letter of Acceptance. Payment of all charges due must be made on or before the indicated due date, and participants are responsible for the timely payment of all other charges incurred by them or on their behalf while on the Program. The undersigned agrees to pay all fees associated with participation in the Program to Emory University and assumes responsibility for any damages, losses or charges for extra services in his/her accommodations or the common areas and grounds of the host institution which may result from his or her actions or omissions.

**3. Modifications to and/or Cancellation of Program** - The University reserves the right to cancel the Program and/or modify any aspects thereof at any time and for any or no reason. Upon cancellation of the Program, the University will make appropriate refunds. In arranging for travel, lodging, student insurance and other goods or services for participants in the Program, the University acts only to arrange such services and not as a provider of such goods/services. Accordingly, all undersigned parties acknowledge and agree that the University shall bear no responsibility or liability for any act or failure to act on the part of providers of any goods/services in connection with the Program. I also understand that, if, in the University's sole discretion, the situation in a country is too dangerous or is otherwise not conducive to an effective study abroad experience, I may be asked to leave the country and will not receive Certificate in Bioethics & Humanities if I do not follow such direction.

**4. Termination of Participation** - The undersigned hereby acknowledges the authority of Center for Ethics and the Program Director to terminate a student's participation in the Program if the student's behavior is inappropriate or disruptive or if other circumstances warrant such action. In cases of such termination, Emory University will grant no refunds, and the student agrees that the University may (but

is not required to) notify the student's parents or guardians of such termination. Students will abide by the Emory College Honor Code, which governs all academic work, and the Undergraduate Code of Conduct, which governs conduct requirements. Any violation of either Code will result in actions that may include a written warning or dismissal from the Program at any time.

**5. Major Medical and Accident Insurance** - Emory University has made arrangements for an insurer to provide supplemental health and accident coverage to all participants in the Program during the period that they are enrolled in the Program. This insurance is supplemental to all other health and accident insurance a participant may carry, but if a participant has no such other insurance, it provides primary coverage. The insurance is mandatory for all participants, and the cost of the insurance is included in the Program Fee. Information concerning terms and conditions of the insurance, including the types and amounts of coverage, will be provided to participants prior to departure, and a copy of the policy is on file at Center for Ethics, which participants may review during business hours.

If, in the case of an emergency, the Program Director covers the cost of the student's medical expenses, the student will be required to repay the Program directly during the course of the program or immediately upon return to the U.S. Failure to pay charges in a timely may adversely affect the ability to receive the Certificate in Bioethics & Humanities.

**6. Withdrawals, Refunds, and Charges** - Once a student has applied for and been accepted to the Summer in Italy Program, the student is deemed to agree to enroll in the Program. To withdraw from the Program, the student must notify the Center for Ethics (copy to Program Director) in writing by March 1st. All notices of withdrawals must be signed and dated. An electronic mail message sent to and acknowledged by the Center for Ethics/Program Director will be sufficient notice under this section.

The Refund Policy is as follows:

***If you need to cancel your application for any reason, you must do so in writing (an email from your Emory email account will suffice) to the Center for Ethics and the Program Director no later than March 1st. Consult program director urgently if this date is not feasible for you.***

***In all cases, once the application is considered complete, the \$150 deposit is non-refundable.***

***Date Cancelled and Penalty***

***On or before February 28, 2019: Forfeit of the deposit and cultural sites fee. No refund on or after March 1.***

***Center for Ethics reserves the right to charge for any unrecoverable\* costs already paid on your behalf by the program that are above and beyond the forfeited program fee.***

***\* Emory University and Center for Ethics must often undertake substantial financial commitments on behalf of students prior to the beginning of a summer study abroad program. Even if you have not yet paid the full program balance, you are obligated to pay for any unrecoverable expenses incurred on your behalf. Unrecoverable costs may include expenses for both individual and group services.***

***Individual expenses are items such as train/airplane tickets or pre-paid room reservations. Group expenses may include bus rentals, payment to tour guides, etc. For example, if the program budget is based on a minimum of 15 participants, and the 15th student withdraws, then a portion of the cost for some group services also becomes an unrecoverable expense.***

***All program activities are mandatory, (such as a field trip, excursion, cultural event, meal, etc.), therefore you will not be refunded any portion of the cost of the program.***

***If you are dismissed from the program, you will receive no refund.***

**7. Disability Services** - If a student is registered with the Office of Access, Disability Services and Resources (ADSR), the student should contact ADSR for instructions on accommodations. If a student is not registered with ADSR but requires accommodations, he/she should, after acceptance to participate in a study abroad program, register with and request services from the ADSR. In both cases, students seeking accommodations should contact ADSR sufficiently in advance of the beginning of the Program because the student will be required to submit appropriate supporting documentation regarding the identified disability. For further information, contact ADSR in 110 Administration Building (voice) 404-727-9877, (TDD) 404-712-2049, (fax) 404-727-1126.

**NB: Given the nature of the program and of urban landscapes in Italy, this program is not an accessible environment for students with ambulatory restrictions.**

**8. Personal Travel** - When students are traveling independently and not with the Program (before/after the Program), they are responsible for themselves. No personal travel during the course of the program is permitted. If necessary and approved by Program Director, students are advised to leave emergency contact details with the Program Director, including an itinerary and phone numbers.

## **II. RELEASE, COVENANT NOT TO SUE AND ASSUMPTION OF RISK**

1. During the course of the Program, participants may face certain risks and hazards, both foreseeable and unforeseeable. These risks and hazards include, but are not limited to, the following: travel and work in difficult terrain and inclement weather; inadequate or unhealthy food and/or water supplies; accidents or collisions involving planes, trains, automobiles, or other modes of conveyance; acts of terrorism, vandalism or war; storms, earthquakes or other natural disasters; government restriction or regulation; theft or other criminal acts; and accident or illness in remote locations without access to medical facilities. These risks and hazards may result in serious physical injury, sickness or death, and damage to, or loss or destruction of property, and no guarantee can be made that the University or others can provide assistance if any of the foregoing result. Further, I am aware and understand that Emory cannot guarantee what assistance it can provide, if any, if I develop a legal problem in a foreign country. The undersigned hereby acknowledges that international travel and study, including participation in the Program, involves inherent risks of physical injury, illness, death and/or damage to or loss of property and assumes all such risk.

2. The undersigned hereby agrees that in consideration of Emory University allowing the undersigned to participate in this Program, the undersigned does hereby release, relieve, covenant not to sue, defend, indemnify, hold harmless and forever discharge Emory University and its trustees, officers, agents, employees, students, and any personnel assisting with the organization or operation of the Program (including the program director, any faculty associated with the Program, and any of the Program's agents/employees) of any and from all claims, demands, liabilities, losses, expenses, rights and causes of action of whatever kind or nature, including, but not limited to, any claims for physical injury, death, or property loss or damage from any cause, including negligence, or resulting in any way from participation in or in any way connected with this Program.

3. The terms of this Agreement, including the terms of the foregoing Release, Covenant Not to Sue and Assumption of Risk, shall be binding upon the undersigned and his/her heirs, executors and assigns, and all members of his/her family.

4. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT, IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS RELEASE IS HELD TO BE INVALID BY ANY COURT OF COMPETENT JURISDICTION, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THE RELEASE.

5. I expressly agree that this Release, Assumption of Risk and Covenant Not to Sue shall be governed and

interpreted in accordance with the laws of the State of Georgia without regard to conflict of law principles.

6. It is understood and agreed that all parties signing this agreement are relying wholly upon his/her/their own judgment belief, and knowledge of the nature extent and duration of the Program's activities and that no representations or statements regarding the Program, or regarding any other matters, made by Emory University, its agents, employees, officers or faculty has influenced him/her/them to any extent in making and/or signing this Agreement.

**BY SIGNING THIS DOCUMENT, I hereby acknowledge that I have read the above text carefully before signing and I agree to all of the above. I also certify that all the information in this application package is true and complete to the best of my knowledge.**

Name: \_\_\_\_\_

Date: \_\_\_\_\_