

Minnesota State University Moorhead



Minnesota State Colleges and Universities

STUDENT RELEASE & WAIVER

Study Abroad Opportunities

I have been approved and wish to participate in the _____ study abroad program offered or approved through Minnesota State University Moorhead, during term _____. I understand this program is subject to System Procedure 5.19.3, which prohibits travel to countries that are under a State Department Travel Advisory unless approved and other applicable policies and procedures to manage health and safety risks. In consideration for the opportunity to participate in this program, I understand and agree that:

1. Academic and Financial Requirements.

- a. I am responsible for all academic requirements, including, but not limited to, classroom work, assignments, projects, field trips, internship and/or volunteer duties.
- b. I am responsible for payment of all applicable program fees and/or tuition and understand that Board Policy 5.12 and related system payment procedures may apply, as appropriate.
- c. I am responsible for reading and complying with the information contained in the applicable cancellation and refund policy for this program.
- d. I understand that I will be required to purchase international health insurance coverage that includes major medical health care, medical evacuation and repatriation, which will be provided as part of the program fees/tuition for this program, or I will be required to purchase such insurance as approved by program leaders. I am responsible for any additional insurance that I may elect to purchase as well as the cost of health care not covered by insurance.

2. Health Factors.



- a. I am responsible for submitting complete and accurate medical information as may be required for this program.
- b. I am responsible for requesting reasonable accommodations related to a disability in a reasonable time frame prior to departure. I understand that I must provide the college or university's Office for Disability Services with documentation of my disability to be considered for accommodations. I further understand that my requested accommodations may not be available at the study abroad site but that reasonable efforts will be made to provide alternative accommodations if possible.
- c. I understand that if I do not make my medical and psychological needs known in a timely manner, this may delay my participation in the program until reasonable accommodations can be determined.
- d. If in the course of the program, my study abroad office or the program sponsor should determine in its good faith judgment that the health, safety or welfare of myself or others, or the integrity of the program, is jeopardized by my continued participation, I agree to withdraw or be subject to expulsion from the program and return to the U.S. and in such cases may lose all academic credit for the program and remain responsible for the full payment of all program fees and transportation costs to return home.

3. Personal Behavior.

- a. I am subject to Minnesota State Colleges and Universities Board Policy 3.6 and applicable college or university *Student Conduct Code(s)* while participating in this program, in addition to all rules of conduct specifically established for this activity. I understand that if I violate the student conduct code or program rules of conduct, I may be expelled from the program, lose all academic credit for the program, and remain responsible for full payment of all fees and transportation costs to return home.
- b. At all times during my travel with the program, I agree to be in possession of a valid U.S. passport or, if not a U.S. citizen, a valid foreign passport or official travel document, and any visas or other immigration documents required for entry into a foreign country and re-entry into the United States. In the event that I am prevented from traveling with the group at any time due to my failure to be in possession of all necessary documents, I understand that I shall bear responsibility for all costs incurred to seek



- out, contact and reach the group, obtain accommodations during periods of delayed departure from any location, or return home.
- c. I may not purchase, possess, and/or use any illegal or unauthorized drugs during the duration of the program, including free time. This ban covers drugs that are illegal in the United States and/or the country of participation. I understand that illegal drug purchase, possession, or use jeopardizes me, other students in the program, and the program itself. I understand that violation of this rule of conduct may result in immediate expulsion from the program and loss of all academic credit for the program. I further understand that I would remain responsible for the full payment of all program fees and costs of transportation home.
 - d. I understand that neither the program nor the U.S. Embassy can obtain release from jail if I am jailed for any reason.

4. Travel Risks and Waiver.

- a. I am responsible for informing an official representative of the program or of the college or university, in a manner designated, of any plans to travel during free time before, during, and after the period of the program. I understand that neither the college or university, nor its staff, agents, or representative are responsible for my travel outside program requirements. As a safety precaution, I agree not to travel to countries that are under a U.S. State Department travel warning or alert, or not recognized by the U.S. Government within the dates of this program.
- b. I understand that there are unavoidable risks in travel abroad. I acknowledge that I have been provided website information for U.S. Consular Information, as well as the Centers for Disease Control information, on travel to, in, and around, my program site country; that I am aware of and understand the risks and dangers to my own health and personal safety posed by the use of public transportation to and from and in my site country, by domestic or international terrorism, and by civil unrest, political instability, terrorism, crime, violence, and disease in my site country. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in, or around my site country.
- c. I understand that political, social, and/or public health circumstances can change quickly in a country and that it may be necessary for the college or university to suspend a learning abroad program for health or safety reasons before the program term ends. While Minnesota State colleges and Universities will make good faith efforts to mitigate expenses in such



circumstances, I understand I may remain responsible for certain expenses.

- d. **Waiver.** I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, release the Minnesota State Colleges and Universities, Minnesota State University Moorhead and its staff, agents, and representatives, from any and all liability whatsoever for damages, losses, or injuries (including death) that I may sustain to my person or property, arising out of, resulting from, or occurring during my participation in the study abroad program or any travel incident thereto, except where such damage, loss or injury is the result of the intentional or reckless conduct of the Minnesota State Colleges and Universities, Minnesota State University Moorhead, its staff, agents, or representatives. This release applies to any loss of property, injury, illness, or death due to theft or other crimes committed by persons other than the employee or agents of Minnesota State Colleges and Universities of Minnesota State University Moorhead, political unrest, use of modes of transportation, and activities on the part of fellow participants, host family members, agencies, and organizations, persons, or groups with which Minnesota State Colleges and Universities or Minnesota State University Moorhead contracts or recommends for the provision of services for the program. This release further applies to any independent travel or optional activities or sojourns that I may undertake during my experience abroad. This release does not apply to intentional, willful, or wanton acts of Minnesota State Colleges and Universities or Minnesota State University Moorhead, or its employees or agents.

5. Medical Authorization.

- a. I authorize the college or university or its agents to secure medical treatment on my behalf in the event of a health emergency, and I accept financial responsibility for such medical treatment. I also authorize them to transport me back to the United States by commercial airline or otherwise for medical treatment. I agree that I am fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care.
- b. I also authorize the college or university or its agents to release medical information obtained from me to a care provider or others in the event of a health emergency or as needed to provide reasonable accommodations.

6. European Union Travel



- a. This Section 6 only applies to this Release and Waiver Agreement to extent that I am traveling to the European Union or another jurisdiction where the Regulation 2016/679 of the European Parliament and the Council of Europe (“the GDPR”) is in effect.
- b. I explicitly consent to allowing the college or university and its agents to process any health data necessary to for the legitimate purpose of protecting my vital interests as set forth above. I understand and agree that the college or university will only utilize my health data to protect my vital interests.
- c. I understand that, if I am traveling to the European Union, the GDPR allows me to revoke the consent set forth in Section 6(b) above at any time.
- d. The consent I give to college or university in Section 6(b) above is freely given. If I choose to revoke the consent I provide in Section 6(b), I hereby forever release, discharge, and covenant not to sue college or university and its agents from and against any claims that result from my revocation of the consent provided in Section 6(b) above.
- e. Data related to any violation or potential violation of the Student Code of Conduct does not constitute personal data relating to criminal convictions and offenses as set forth in Article 10 of Regulation 2016/679 of the European Parliament and the Council of Europe. Such data is personal data related to my breach of the terms and conditions of my enrollment at the college or university.
- f. If I am traveling to the European Union or another jurisdiction where the GDPR is in effect, I therefore hereby agree to the additional terms and conditions set forth in Exhibit A, incorporated herein by reference.



Acknowledgement and Signature

I acknowledge that I have had the opportunity to review this document, including with legal counsel. This Release and Waiver Agreement represents my complete understanding with the college or university concerning its responsibilities and liability for my participation in the program, and it supersedes any previous or contemporaneous understandings I may have had with the college or university or its representatives, whether written or oral. I agree that this Release and Waiver is to be construed under the laws of the State of Minnesota, U.S.A., and that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER AGREEMENT AND ACCEPT EACH OF THE ABOVE RESPONSIBILITIES AND VOLUNTARILY SIGN THE RELEASE AND AUTHORIZATION FOR MEDICAL TREATMENT.

Name: _____

Date of Birth: _____

Signature: _____

Date: _____

Emergency contact name: _____

Phone Number(s): _____



**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

By: _____

Parent/Guardian Name: _____

Emergency Phone #(s): _____

Date: _____



Exhibit A

Additional Terms and Conditions Pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council of Europe

1. General

Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and the Council of Europe, the European Union General Data Protection Regulation (hereinafter “GDPR”), you hereby understand and agree to the following additional terms and conditions.

2. Identity of Data Controller

The State of Minnesota, through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the college or university listed above (hereinafter the “College/University”) is the data controller for your data.

The name of the Data Practices Compliance Official for the College/University is available upon request.

3. Purpose of Processing Your Data

The College/University is processing your data for the following legitimate purposes:

- a. To perform the College/University’s obligations concerning your enrollment and/or employment at College/University.
- b. To ensure that you perform your obligations concerning your enrollment and/or employment at College/University, including but not limited to your compliance with the Student Code of Conduct.
- c. To utilize your health data to address a health or safety situation affecting your vital interests or the vital interests of a third party.

4. Legal Basis for Processing Your Data

The College/University is processing your data with the following legal justifications:

- a. Any explicit, written consent you provided to College/University for processing your data;
- b. *To fulfill the contractual obligations of the Agreement, and/or the terms and conditions of your employment and/or enrollment at the College/University; and,*
- c. *Pursuant to the legitimate purposes set forth above balanced against your interest in maintaining control of the data.*



d. In the case of health data, to protect your vital interests and/or the vital interests of a third party.

5. Recipients of Your Data

Minnesota Statutes Section 13 and other applicable state and federal laws will govern College/University's use of data. College/University will only utilize your data for legitimate business purposes, and only share your data internally for those who have need to access your data in order to fulfill their duties for the College/University. Your data will only be shared with the general public if it is classified as "Public Data on Individuals" as defined in Minnesota Statutes Section 13. If you are a student, you have the right to request that the College/University suppress your Public Data on Individuals and maintain it as private data.

6. Records Retention

The College/University will retain your data as required to continue fulfilling its contractual obligations to you or as required by the applicable record retention policy. If you desire a copy of the applicable record retention policy, please contact the Data Practices Compliance Official at the College/University.

7. Rights

The College/University hereby notifies you of the following rights:

- a. You have the right to inspect your data.
- b. You have the right to receive copies of your data subject to applicable copy costs.
- c. You have the right to contest the accuracy or completeness of your data.
- d. If consent is the sole basis for the College/University's receipt of the data, you have the right to withdraw consent.
- e. You have a right to avail yourself of the legal remedies set forth in Minnesota Statutes Section 13.08, Minnesota Statutes Section 13.085, and any applicable supervisory authority.



8. Explicit Consent for Use of Health Records

By signing the Agreement, you explicitly consent to the College/University's use of your health data for the purposes of protecting your vital interests. This consent is freely given and not tied to the provision of services in the Agreement. However, if you revoke your consent to the College/University to use your health data to protect your vital interests, you hereby agree to hold harmless and forever discharge College/University from and against any claims resulting from such revocation.