



SJU PROGRAMS ABROAD
Form for Accompanying Family Members & Visitors of Program Leaders

This form is for use by family members and visitors of faculty members or administrators/staff serving as leaders of St. John's University group programs abroad.

This form has two parts: SJU's "Conditions of Participation" and the "Assumption of Risks, Release of Liability and Hold Harmless Agreement." For the complete policy statement regarding family members and visitors on SJU programs abroad, faculty should refer to **Policy on Family and Visitors on Faculty-led Programs Abroad**, and staff/administrators should refer to policy #128 in the HR Policy Manual.

Program Leader (faculty member or administrator/staff): _____

SJU Program Abroad: _____

Destination: _____ Program Dates: _____

Name and relationship of individual(s) requesting to accompany the SJU program leader abroad:

(NB: the "Conditions of Participation" and "Assumption of Risks, Release of Liability and Hold Harmless Agreement" must be filled out for/by each family member or visitor.)

Conditions of Participation

Please review and sign the following statement that constitutes conditions for accompanying a St. John's University program leader abroad.

1. I understand that, as a family member or visitor who is not enrolled in the SJU program abroad course related to this trip and who is not employed by the University, I (and/or my minor child/children) may not represent the University in any official capacity. This condition remains true even if the relevant SJU program abroad is not linked to a course.
2. I understand that I (and/or my minor child/children) am not permitted to attend any portion of the program that is not otherwise open to the public or held in a location that is open to the public.
3. I understand that I (and/or my minor child/children) may have permission to accompany the SJU program leader abroad revoked if: 1) I (and/or my minor child/children) engage in actions endangering to myself or others, or 2) my (and/or my minor child's/children's) conduct is considered to be detrimental or incompatible with the best interest and welfare of the program. If permission to accompany the SJU program leader abroad is revoked, I (and/or my minor child/children) agree to leave the SJU program abroad and return to the USA at my (our) own expense.
4. I understand that I (and/or my minor child/children) am subject to the laws of the host country and agree to abide by those laws.
5. I understand that I am responsible for all expenses associated with (and/or my minor child's/children's) accompanying the SJU program leader abroad and that these expenses cannot be incorporated into the SJU program abroad budget, and they cannot be part of any reimbursement request or invoice that is submitted to SJU. I further agree that any non-refundable expenses for cancellation of arrangements made on my (and/or my minor child's/children's) behalf will be my sole responsibility.
6. I understand that St. John's University reserves the right to cancel programs in the case of insufficient participation or for other reasons deemed appropriate. St. John's University also reserves the right to make changes to the program (such as program leader) or alterations in the program's proposed schedule and itinerary.
7. I understand that my (and/or my minor child's/children's) accompaniment of an SJU program leader abroad must not impact the program or other program participants and must not impair the operation and administration of group activities associated with the SJU program abroad, or otherwise infringe on other program participants. I further understand that other program participants bear no responsibility for me (or for my minor child/children) or for my interests (or for those of my minor child/children).

I have read and understand the conditions governing my accompanying an SJU program leader abroad.

 Program Leader signature

 Date

 Family Member/Visitor signature
 (Also serves as parental signature for minor child/children)

 Date

Assumption of Risks, Release of Liability, and Hold Harmless Agreement

Family member/visitor name: _____

SJU Program Abroad: _____

Program leader name: _____

PLEASE READ THIS DOCUMENT CAREFULLY. It affects any rights you may have if you are injured or otherwise suffer damages while voluntarily accompanying the above-named SJU program leader abroad.

In consideration for my being permitted to accompany the SJU program leader abroad, I agree to the following:

1. **Assumption of Risks:** I understand that there are inherent and unavoidable risks in travel abroad. I assume, knowingly and voluntarily, the known risks and all other risks that could arise during my travel to, from, in, or around my site country.
2. **Important Websites:** I acknowledge that I have been provided (below) with website addresses that should form the starting point for my research into the security, safety, and health conditions of the countries where I plan to travel, and that I am responsible for preparing myself and anticipating my needs using these and other resources. The websites are:
 - Centers for Disease Control www.cdc.gov
 - World Health Organization www.who.org
 - U.S. Department of State www.travel.state.gov
1. **Orientation:** I agree to obtain all relevant SJU abroad orientation materials from the SJU faculty or administrator serving as the program's leader. I understand that it is my responsibility to solicit, review, and understand these materials, as well as ask for any clarification I may need.
2. **RELEASE OF LIABILITY:** I acknowledge that I understand that I do hereby, for myself, the members of my family and spouse if I am alive, and my heirs, assigns, and personal representatives if I am deceased, **RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE** the State of New York, St. John's University, and, where relevant, the St. John's Paris Association and related entities, as well as the St. John's Rome SRL and related entities, as well as all of their officers, faculty, or employees (hereinafter referred to as "RELEASEES") whether accompanying the SJU program leader abroad or otherwise, from any and all claims, demands, actions, or causes of action on account of any injury to me or my property or on account of my death which may occur from any cause during the SJU program abroad, or any continuances thereof; and I do hereby expressly covenant and agree to refrain from bringing suit or proceedings at law or in equity or otherwise as provided by law against any of the RELEASEES on account of any and all such claims, demands, actions, or causes of action.
3. **INDEMNIFICATION:** I further **AGREE TO INDEMNIFY AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage, or cost, including court costs and attorneys' fees that they may incur due to my status as family member or visitor of the SJU program leader abroad.

IN SIGNING THIS ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND HOLD HARMLESS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it, and sign it voluntarily as my own free will; no oral representations, statements, or inducements apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent (if not eighteen, my parent(s) or guardian(s) agree with the terms of this document and sign it as such); and I execute this AGREEMENT for full, adequate, and complete consideration fully intending to be bound by its terms.

Family Member/Visitor signature
(Also serves as parental signature for minor child/children)

Date