

LUTHER CENTER FOR GLOBAL LEARNING

Student Agreement and Liability Waiver for Off-Campus Programs

Although Luther College off-campus programs are formal extensions of our on-campus academic program, studying off campus is a *privilege and not a right*. Your participation in a Luther off-campus program requires an agreement or contract between you and Luther College.

My signature at the end of this document indicates my understanding and acceptance of the following as conditions of my participation in an off-campus program.

Definitions

"Off-campus Program" is used to define any international or domestic off-campus experience that is administered, sponsored, supported by, or approved by Luther College, whether or not credit is awarded. The types of experiences include Luther J-Term programs; Luther semester and year-long programs; Luther partner programs; Luther summer programs; independent study, internship, self-directed research, student teaching, practicum, and service experiences; and international music ensemble and international athletic team travel, to name a few.

"Program leader/director" refers generally to the various individuals assisting students in the off-campus experience. Depending on the program, they may be referred to as program leader, program director, instructor, advisor, site supervisor, cooperating teacher, and supervising teacher, to name a few.

General Participation Agreement

I agree to carefully read and consider all materials provided to me in preparation for my off-campus program and share the materials with my parents/guardians, as appropriate.

I agree to fully complete and submit to the Center for Global Learning (CGL) all of the documents, forms, and materials required for my participation in the off-campus program by the deadline specified by the CGL. These materials include, but are not limited to: *Medical Questionnaire, Emergency Information, and Consent Form*; passport quality photos (for international programs); a copy of my signed passport (for international programs), any applicable course approval forms, and a visa if required for my specific program.

I give permission to the Center for Global Learning staff to share information about my off-campus program and this general agreement and liability waiver with my parents, guardians, and/or emergency contact.

I understand my academic and student conduct records will be reviewed as part of the acceptance process for an off-campus program and may be consulted again just prior to my departure. I understand that my past academic and/or conduct behavior may affect my acceptance into an off-campus program.

I give permission to the Student Life Office to share information about my student conduct history and information relevant to my participation in this off-campus program with the Center for Global Learning staff and program leaders. I also give permission for the Center for Global Learning staff to check my academic records.

I understand that I am waiving certain rights granted to me by the Family Educational Rights and Privacy Act in granting release of this information and I have the right to revoke this consent, but must do so in writing. I understand that this access is to be used in a final determination of my eligibility for off-campus study and that the

information will be handled in a sensitive manner. I will discuss any questions I have regarding this request with staff in the Center for Global Learning.

I understand that there are certain GPA and class standing requirements related to each off-campus program. I am aware of the requirements for my specific program and have/will discuss any questions about my eligibility with Center for Global Learning staff.

I understand that I am subject to the same rules regarding academic progress and probation as I would be if on campus and failure to successfully complete my program may result in academic warning, academic probation, or dismissal from Luther College.

I have/will discuss my participation in this off-campus program with my academic advisor and the coursework I may need to complete prior, during, and after this program.

I understand that a non-refundable deposit is due at time of acceptance into most short-term and Luther longer term off-campus programs as established by the Center for Global Learning. I understand this deposit secures my place in the program.

I agree to abide by the payment schedule as outlined by the Center for Global Learning for my specific off-campus program. I understand that failure to submit payments on time may result in my cancellation from the program.

I understand that I am responsible for meeting with a Financial Aid Office counselor to learn about issues related to program costs, financial aid eligibility, and the financial aid process for off-campus programs. I also understand that I must continue to meet the eligibility requirements for scholarships and grants while studying off campus and upon my return to campus.

I understand that many off-campus programs involve group travel (for example, all J-Term and Summer Semester programs, music and athletic team international travel, some longer term programs). If my program involves group travel, I agree to depart and return with the group. (Exceptions to this policy need to be approved by the CGL Program Director for Off-Campus J-Terms or the Director of the CGL.)

I understand that pre-departure orientation is a required part of all international off-campus programs. I agree to participate in all required sessions offered by the Center for Global Learning staff and/or program leaders.

I understand that information is available online from the Luther Clinic and the Luther College Counseling Service pertaining to physical and mental health issues while abroad (<https://www.winmedical.org/location/luther-clinic/> and <https://www.luther.edu/counseling/>). If needed, I will consult these online resources, consult with staff in both offices, and discuss any issues or concerns with the appropriate people.

I understand that after acceptance into a program, I will need to complete and submit the *Medical Questionnaire, Emergency Information, and Consent Form*. The information on the form is intended to help students think—in advance—about their own health and wellbeing and provide important information to program leaders. I agree to meet with a staff member in the Luther Clinic (or with an off-campus provider) prior to departure. I also agree to update the information on the form if my health condition (physical, emotional, mental) changes in any way after submission of the form.

I understand that for most international off-campus programs, it is a requirement that I obtain adequate accident and sickness insurance coverage valid throughout the period of the off-campus program. The insurance is provided through a special Luther College international insurance policy. I understand I am responsible for the financial costs of this coverage which, for most short-term programs is included in the program costs and for most long-term programs may be billed directly to my student account.

I give permission for the insurance company to discuss details regarding my policy, coverage, financial details, and medical care with Center for Global Learning staff and my off-campus program leaders.

I authorize Luther College to create and/or obtain and use my photograph, my voice or quotes/excerpts of my written or verbally expressed words, any artwork created by me (photos, videos, songs, etc.), my name, alias, or biographical information, a video and/or audio recording or other likeness of myself for purposes related to the educational mission of Luther College, including publicity, marketing, and promotion of the college and its various programs without compensation to me.

Student Conduct Agreement

There are basic rules of expected behavior related to every off-campus program. This behavior applies at all times—in the classroom, on group excursions, in living arrangements, and during unstructured time. I agree to abide by the rules and expectations as presented in pre-departure orientation sessions and through materials distributed by the Center for Global Learning staff and program leaders.

I agree to maintain an **adequate standard of academic work** (as outlined by the program leaders), to attend all official off-campus program activities, and to complete all assigned coursework.

As a participant in a Luther off-campus program I am expected to: exhibit sensitivity to and **respect for the people and customs** of the host community; maintain good behavior; and observe local rules and laws.

I understand that the *Luther Code of Conduct* applies to student behavior, both on and off campus. The **Luther Code of Conduct** is found online:
https://www.luther.edu/studentlife/student-handbook/?policy_id=678261.

I understand that the *Luther Student Sexual Misconduct Policies and Procedures*,
https://www2.luther.edu/studentlife/student-handbook/?policy_id=678287, and the *Luther Bias Incident, Hate Act, Hate Crime, Discrimination, and Harassment Policies and Procedures*,
https://www2.luther.edu/studentlife/student-handbook/?policy_id=678289, apply to behaviors off campus, as well.

I agree to refrain from behavior which is disruptive to the off-campus program or offensive to the host community/culture, including sexual behavior that puts students and others at risk, is insensitive to the local community/culture, is disruptive to the group, is promiscuous, or brings disrespect to Luther College.

I understand that housing arrangements on off-campus programs generally conform to **Luther Residence Life policies**, unless noted otherwise. Men and women will generally not be housed together.

I understand that violent or destructive behavior, including damage to property, will not be tolerated.

I understand that cases of severe health crises (physical, mental, or emotional that include but are not limited to physical illness, depression, eating disorders, anxiety) of a participant that endanger the student or other participants, or that disrupt or interfere with the successful completion of the off-campus program, may result in dismissal from the program and immediate return home. All associated costs are the responsibility of the student and may include the cost of an escort home.

I understand that **alcohol abuse will not be tolerated**. Participants are subject to local laws pertaining to the purchase and consumption of alcohol and to specific guidelines provided by the program leaders, which may be more restrictive than general college policies. Luther's *Alcohol and Other Drugs* policy, including expectations for student behavior off-campus, is found online:
https://www2.luther.edu/studentlife/student-handbook/?policy_id=678284.

I understand that **illegal drug use and possession will not be tolerated**. (Illegal drugs are defined to include not only those illegal in the United States, but also those illegal in the community/ies visited for the program; the lack of foreign laws or enforcement related to drug use does not imply consent to use.)

I understand that students must, for their own safety, **refrain from political activity** while on off-campus programs. Students may not participate in such political activities as joining political parties, demonstrations, or soliciting political material.

I understand that breaches of local law in the host community or country will be handled by the appropriate law enforcement authorities.

I understand that **students are not allowed to operate motor vehicles** during the off-campus program (or free time activities) because driving in unfamiliar settings is risky and accidents involve high costs. Should I ignore this policy, I will assume all legal and financial obligations for my actions.

I understand that if I violate any terms of this agreement I may be subject to disciplinary action, which may include dismissal from the program and immediate return home. If dismissed from a program I will receive no refund or academic credit, return transportation will be at my own expense, and the return travel may include the cost of a personal escort's travel. The policy violation may be reviewed and be subject to further disciplinary action upon return to campus.

Luther College reserves the right to cancel, terminate, or alter the itinerary for any off-campus program due to low enrollments, safety or health concerns, or other factors that call into question the viability and integrity of the program. If a program is cancelled, all students must leave the program site and return home. Pro-rated refunds will be given when possible.

I understand that, as a Luther College student, I will be viewed as a representative of my college and my community while off campus. It is my intention to act as a goodwill ambassador for Luther and conduct myself in a fitting manner. I have read these rules. I agree to follow them, and I understand that violations of this agreement may result in dismissal. Program leaders, after consultation with the Academic Dean, Student Life Office, or Center for Global Learning staff, will make the final decision regarding violations of this agreement, dismissal of students, or termination of a program.

LUTHER CENTER FOR GLOBAL LEARNING
Liability Waiver for Off-Campus Programs

Liability Waiver

I understand that all travel agencies, carriers (public or private), hotels and similar institutions, restaurateurs, purveyors, and all other persons and companies engaged by Luther College for service during the off-campus program are engaged as independent contractors and not as agents or employees of Luther College. In no event and under no circumstances shall any act or failure to act by any of these agencies be the liability of Luther College.

In all matters relating to the off-campus program (tours, side trips, guides, transportation, lodging, food, and travel accommodations of all kinds), Luther College and its program leaders assigned to the off-campus program act as coordinators and instructors for Luther College. I acknowledge that certain risks of harm, injury, and even death are inherent in the various activities contemplated as part of my participation in this off-campus program, and I understand that Luther College cannot control all of these risks. On behalf of myself and anyone who could assert legal claims on my behalf, I hereby release and forever discharge, waive and covenant not to sue Luther College, its regents, officers, employees, faculty, instructors, agents and assignees, (hereinafter referred to as "Releasees") from any claim, demand or cause of action whether now in existence, or hereafter arising for any loss of personal property, injury or death, arising out of, resulting from, caused by, or contributed to in whole or in any part by any action or failure to act, negligence, breach of contract, or other misconduct occurring during the course of my participation in this off-campus program. In the event any such claims are asserted against Luther College or the other Releasees, I (or my parent/guardian if I am under age 18) agree to defend and indemnify the Releasees against any and all such claims, demands or causes of action.

Student Name (printed)

Student Signature

Date

Parent/Guardian Name (printed) (if under age 18)

Signature

Date