

ST. JOHN FISHER UNIVERSITY
Study Abroad
Waiver of Liability and Statement of Responsibility Agreement

This Waiver of Liability and Statement of Responsibility Agreement forms an agreement among St. John Fisher University (the "University") and the Student executing below. Whenever the terms "you" or "your" are used in this Agreement, they refer to the Student, as the context requires. Study Abroad Programs, as used herein, includes any overseas academic program sponsored by the University or program approved by the University in collaboration with an international host organization or organizations including exchange programs, short-term travel trips, international internships, and preceptorship.

The Student will not be permitted to participate in any Study Abroad Program, while a matriculated full-time student, with a minimum of 12 credits, of the University unless this Agreement is executed by the Student. This Agreement is not meant to provide exhaustive advice with respect to any specific Study Abroad Program. Students are strongly urged to seek such information on their own, especially at times like these when Americans are potential targets of violence at home and abroad.

ACADEMIC AND FINANCIAL MATTERS

Admission. The Student must qualify for admission to a Study Abroad Program by satisfying all educational requirements, including, but not limited to, the GPA requirements for the University and any Study Abroad Program, and the payment of applicable tuition and fees relevant to the Study Abroad Program.

Release of Information. You give permission to the University to obtain and release information to the host institution or third-party provider as is appropriate to your application and participation in the Study Abroad Program including, but not limited to, the following: letters of recommendation, permanent academic records, and other similar records for the purposes of placement, participation, continuation, or termination.

Program Participation. You understand that your participation in any Study Abroad Program is contingent on you maintaining all eligibility requirements prior to and during the period of the Study Abroad Program. I acknowledge that I will be viewed as an ambassador of SJF and my country, and I pledge to deploy myself in a manner that reflects favorably on both. Any behavior that is deemed by the University as unacceptable or inappropriate has the potential to lead to a dismissal of an individual by the host institution or the University.

Academic Expectations. The Student will enroll in the required number of credit hours (or equivalent) to maintain both good academic standing while participating in the Study Abroad Program and the visa or entry clearance requirements for the host country. The Student understands that course prerequisites required by the University and the host institution must be met and that course registration at the host institution is based on the availability of offerings and cannot be guaranteed. Academic credit for any Study Abroad Program will not be granted until the [Registrar's Office](#) of SJF receives both an official written evaluation of the program

by the student and official acknowledgment of completion of your Study Abroad Program. Such acknowledgment must be in the form of an official transcript or similar document.

Program Changes. You understand and agree that any information about a particular Study Abroad Program provided by the University is based on the best information and belief and is descriptive only. The University has the right, in its sole discretion, to cancel or change any Sponsored Program at any time and require that all participants return to the United States if the University determines or believes that any student is or will be in danger if the program is continued.

Tuition Fees and Refunds. The cost for participation in an affiliated program varies upon destination. You understand that you will be billed the current SJF tuition and fees unless the tuition at the host school is higher, in which case you will be billed the tuition charged by the host school. Students will retain their financial aid (excluding any room and board grants) while studying abroad. Students will be billed for any other charges that appear on the affiliate bill that may include, but are not limited to, room, board, insurance, and airfare. You will be billed the SJF study abroad fee for each term abroad in addition to any fees charged by the affiliate. These amounts will be payable in accordance with SJF policy.

SJF is not in any way responsible for any breach or failure of any other party providing any services in connection with the Program.

Additional expenses related to studying abroad are the responsibility of the student. These may include but are not limited to, meals outside any program allotment, visa or passport costs, housing deposits, excursions, cell phones, room upcharges, local or regional travel, and personal expenses. You should meet with a financial aid counselor to discuss how this program may impact your [financial aid](#).

You understand that the University assumes no responsibility or liability for any delays, changes or dishonors in travel arrangements, including additional expenses incurred by the Student related to such delay, change or dishonor regardless of whether the University makes the travel arrangements. You are responsible for paying any additional expenses resulting from any operating or itinerary changes.

Failure to participate in the program after depositing, withdrawal, departure, or dismissal from the program prior to its formal completion may result in forfeiting any deposits or payments. You will be responsible for all costs incurred by you or the University. You understand and agree that if you withdraw, depart, or are dismissed from a program, you will not be eligible for any academic credits associated and may face disciplinary action from the University.

You further agree to be bound by the specific payment and other terms and conditions set forth in Exhibit A attached hereto and incorporated as part of this Agreement.

MEDICAL, HEALTH AND INSURANCE MATTERS

Health Insurance. You understand that you are required to maintain adequate health, accident, disability, hospitalization, and travel insurance during the enrollment period of the Study Abroad Program. You are responsible for filing and negotiating all insurance claims directly with your insurance company or companies in the event necessary as well as the payment of any out-of-pocket health care related expenses you may incur while overseas. You should verify whether your policy will cover you while you are abroad, many policies do not; and whether your coverage includes repatriation insurance in the event that you need to return to the United States due to a medical emergency.

Emergency Medical Treatment. The Student grants the Releasees (as defined in this Agreement) permission to authorize emergency medical treatment for the Student, as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. The Student understands and agrees that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Releasees may contact the Student's parent/guardian or other designated emergency contact, and disclose otherwise confidential or private information, including, but not limited to, medical information if such disclosure is necessary or desirable in order to assist or resolve an emergency involving the Student while on a Study Abroad Program.

You assume full responsibility for payment of medical expenses not covered by your insurance incurred as a result of the Student's involvement in the Program. Additionally, you acknowledge that the healthcare provided in your host country may not meet the same standards as in the United States.

Fitness For Program. The Student warrants that the Student is physically and mentally fit and in a condition that will allow the Student to participate fully in the Study Abroad Program. You understand that the Releases (as defined in this Agreement) have not made, nor will make, any investigation into the Student's fitness or the ability of the Student to participate in the Study Abroad Program, and Releases are relying on your candor concerning Student's physical and mental condition.

I have acknowledged that the local culture, custom and practices may not have/provide support systems that I might be accustomed to here. I am aware that Study abroad comes with major life changes (regardless of length of time, location, etc.) and has the potential to exacerbate pre-existing medical, mental, or personal issues or contribute to new ones.

I agree to report to the Study Abroad/Global Education office of any physical or mental condition I have which may require special medical attention or accommodation during the Academic Program at least 30 days prior to departure."

Life Insurance. The University also recommends all students be covered by life or casualty insurance while abroad. Again, you should check to see whether your current policy will cover you while you are overseas. The University does not provide such insurance.

Personal Property Insurance. The University also recommends that participants in study abroad programs ensure their personal property from loss or theft.

GENERAL MATTERS

Personal Conduct. The Student agrees to conform to all applicable rules, regulations and policies of the University's [Code of Conduct](#), the host institution, the host country, and any third-party agency. Violation of these laws, policies, and procedures, or any other unacceptable or inappropriate behavior as determined by the University, may require the Student to leave the program at the Student's own expense. Any violations of the University's Code of Conduct or Program policies and regulations, or any other unacceptable or inappropriate behavior as determined by the University, particularly alcohol and drug related, will be communicated to the Vice President for Student Affairs at the University, and may affect the Student's disciplinary standing at the University upon my return.

You understand that the University has the right to withdraw a student from a program at any time because of violation of such rules, disruptive behavior, academic reasons, or for conduct that could bring the University into disrepute or legal jeopardy. Such decisions will be final, and no refund will be made. You will not hold the University liable for any claims incurred by reason of failure or refusal to conform to the requirements or policies.

Legal Responsibilities. You understand that you must comply with the laws and appropriate cultural conduct of the countries you are visiting. You agree to conduct yourself in a manner that will comply with the regulations of the host institution, program administrator(s), and the University. If you experience legal problems with any foreign nationals or governments, you will attend to the matter personally with your own personal funds. The University is not responsible for the defense of a participant accused of a violation of the laws of the host country and is not responsible for the payment of any fines or other penalties resulting from such violations.

The manufacture, distribution, possession, use or sale of controlled substances as defined by New York State law, federal law, and the laws of the host country are prohibited during study abroad. Students will be directly subject to the laws and legal procedures of the host country regarding the use, possession, and distribution of illegal drugs, which may differ from New York State and federal laws. Students should also be aware that laws relating to the possession and consumption of alcoholic beverages and other conduct may differ from New York State and Federal laws and are responsible for ascertaining the lawful age for the possession and consumption of alcoholic beverages in their host country and for compliance with local laws and customs.

Family Involvement. You understand that it is your responsibility to provide your parents/guardians/significant others with important information about your involvement in any program and/or travel. You give permission to the University to share information with your parents or guardians as necessary for your health and safety in the sole judgment and discretion of the University.

Use of Photographs or Written Reports: You authorize and agree to the use by the University, including its marketing team or Global Education/Study Abroad Office, of any photographs that may be taken of any aspect of the program and may include your image, as well as any written comments or reports submitted to the University by you.

ASSUMPTION OF RISK

You understand that participation in a Study Abroad Program entails inherent risks, including, but not limited to, risk of cancellation of a program due to safety concerns, death, serious physical injury or impairment or other aspects of your general health and well-being, or circumstances beyond the University's control, or other risks described in this Agreement. You have been given the chance to ask questions concerning the Agreement and all such questions have been answered to your satisfaction. Having read this Agreement, the Student is fully aware of the risks and hazards associated with Study Abroad Programs and hereby consents to the Student's involvement in such a program(s). The Student voluntarily assumes full responsibility for any risks arising from the Student's involvement in the Study Abroad Program, including, but not limited to property damage or personal injury, including death, whether caused by the negligence, including the sole negligence, of the University, its officers, trustees, agents, employees or volunteers or otherwise (the "Releasees").

RELEASE AND INDEMNIFICATION

The Student agrees not to sue the releases and release the releases from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever which the Student may have to arise out of any loss, damage, or injury, including death, that may be sustained by the Student, or to any property belonging to the Student, arising from the Program or while upon the premises where the Program is being conducted, whether caused by the negligence, including the sole negligence, of the releases or otherwise.

The Student agrees to indemnify and hold harmless the releases from and against any claims, suits, causes of action, loss, liability, damage or costs, including court cost and attorneys' fees, and fees to enforce this Agreement, that the releases may incur arising from the Student's involvement in the Program, whether caused by the negligence of the releases or otherwise.

For purposes of this Release, liability means all claims, demands, losses, causes of actions suits, or judgments or any kind that I or my heirs, executor, administrators, and assign may have against St. John Fisher University, their trustees, agents, employees, representatives and volunteers, because of a failure to pass any course or class or obtain any particular grades, personal injury, accident, illness, or death or because of any loss or damage to property that occurs to a person including me or to my property during the Academic Program and that results from any cause including but not limited to the passive or active negligence or other acts of St. John Fisher University, their trustees, agents, employees, representatives and volunteers, other than fraud, willful misconduct, or a knowing violation of the law.

FERPA RELEASE

I agree that while I am abroad or otherwise in connection with this Program, in the case of an emergency (as determined by the University in its reasonable discretion), I consent to disclosure of any relevant Student Records and waive any privacy and non-disclosure rights I may have under the Family Educational Rights and Privacy Act of 1974 commonly known as FERPA, and authorize the University to discuss any information it believes is pertinent to my health, safety, well-being or convenience with any relevant third party including without limitation law enforcement and my parents/guardian/or other appropriate person as the University reasonably deems is appropriate.

MISCELLANEOUS

It is the express intent of the Student that this Agreement shall bind the Student, the members of their family and spouse (if any), their estates, heirs, administrators, assigns or personal representatives.

The Student agrees that this Agreement and any claim arising from participation in a Study Abroad Program shall be construed in accordance with the laws of the [State of New York](#), without regard to its conflict of laws provision. The courts in [Monroe County](#) shall be the forum for any lawsuits arising from the Study Abroad Program or incident to this Agreement. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof and are for convenience only. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

ST. JOHN FISHER UNIVERSITY

Date: August 24, 2023

Signature: 

Name: Kevin Railey, Ph.D.
Provost & Vice President for Academic Affairs
ST. JOHN FISHER UNIVERSITY

In signing this Agreement, I acknowledge that I have read it, understand it, and agree to be bound by its terms. I also acknowledge that I have received copies of any orientation materials provided for this specific Study Abroad Program and I agree to read and abide by the guidelines, rules, and procedures described and outlined in those orientation materials.

I agree to complete all the academic work required by my program or host institution before the end of my study abroad term/semester/session, or academic year, whichever is applicable and to remain on site until that date. I understand that the only exception to the foregoing may be an earlier departure in the event of a medical or personal emergency, or in the event that I have completed all my examinations within a stated examination period at the end of the term/semester/session or academic year and have received permission for an early departure from St. John Fisher University 's Study Abroad Program or the affiliate program's resident director.

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE STUDY ABROAD PROGRAM, I, THE UNDERSIGNED, HAVE READ, UNDERSTAND AND AGREE TO EACH AND EVERY MATTER, RELEASE, CONSENT, ACKNOWLEDGMENT, WAIVER, CONDITION, DISCLOSURE, OR OTHER ITEM AS SET FORTH IN THIS DOCUMENT.

Name of Student (printed): _____

Signature & Date: _____

Contact Information for Parent/Guardian or Other Designated Emergency Contact:

Contact Name: _____

Contact Address: _____

Contact email Address: _____

Contact Phone Number: _____

Signature of parent or guardian is required if the Student is under the age of 21.

I acknowledge that I am the parent or legal guardian of the Student. I have read this Agreement, understand, and agree to its terms.

Name of Parent or Guardian (printed): _____

Signature & Date: _____

ST. JOHN FISHER UNIVERSITY IS NOT RESPONSIBLE TO STUDENTS WHO FORGE PARENT/LEGAL GUARDIAN SIGNATURES AND THOSE WHO DO MAY BE PERMANENTLY BARRED FROM FOREIGN STUDY PROGRAM PARTICIPATION, AND SUBJECT TO OTHER DISCIPLINE.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. **Program Contact.** If you should have any questions concerning this Agreement or participation in any Study Abroad program, please contact Dr. Stella Plutino-Calabrese, Director of Global Education at the University at (585) 385-7258, or Eileen Lynd-Balta, Associate Provost, at (585) 385-7368.

- Study Abroad/Global Education Office
 - (585) 385-7258
 - mplutino@sjf.edu
- Registrar's Office
 - (585) 385-8015
 - registrar@sjf.edu
- Student Affairs
 - (585) 385-8008
 - cbowens@sjf.edu
- Health and Wellness Center
 - (585) 385-8280
 - healthcenter@sjf.edu
- Center for Career and Academic Planning
 - ccap@sjf.edu
- Title IX Office
 - (585) 385-8232
 - titleix@sjf.edu
- Student Conduct
 - (585) 385-8498
 - studentconduct@sjf.edu
- Institute for Civic and Community Engagement
 - (585) 385-8090
 - ecolliss@sjf.edu

2. **Mandatory Meetings.** In addition, the Student is required to attend the mandatory pre-registration and pre-departure meetings organized by the University before participating in any Study Abroad Program.

3. **Special Accommodations.** If you intend to seek special accommodations in order to participate in a Study Abroad Program, you agree to make such requests to Dr. Stella Plutino-Calabrese at the time the Student's application for the Study Abroad Program is submitted. You also agree to comply with all University policies and processes relating to accommodation requests that can be located on the SJF website under [student accessibility services](#). You understand that failure to provide information in a timely manner may delay or prevent the University from providing reasonable accommodations where necessary.

4. **Academic Expectations for this Program.** The student will enroll in courses at the

undergraduate level and maintain enrollment until the end of the Study Abroad program. Due to the nature of the program, grades of incomplete ("I") will be entered by the Registrar's Office at the conclusion of the semester. A final grade will be submitted by the Registrar's Office once the official transcript is received from the provider and the student has submitted his or her mandatory program and self-evaluation to the Fisher Study Abroad Program director.

5. Responsibility During Free Time. You understand that during free time within the period of the Study Abroad Program or before or after the period of the Study Abroad Program you may elect to travel independently at your own expense. If you choose to travel after the completion of the Study Abroad Program, you understand that any obligations of the University shall cease. If you choose to travel prior to or during the Study Abroad Program period, you agree to inform the University of your travel plans and understand that the University is not responsible for you during non-program related travel. You understand that any risky activity or travel in which you choose to become involved outside of the Study Abroad Program will be at your own expense and risk. While University employees may provide participants with information regarding extra-curricular activities or travel, this in no way represents an endorsement by the University of those activities or destinations.

EXHIBIT B

INTERNATIONAL DATA PROTECTION LAW PRIVACY NOTICE ST. JOHN FISHER UNIVERSITY GLOBAL EDUCATION/STUDY ABROAD PARTICIPANTS

This Notice describes the practices of the St. John Fisher University (the “University”) with respect to the collection, use, storage, and disclosure of Personal Data covered by the International Data Protection Law relating to University students who are on education abroad experiences outside of the United States, which include credit-bearing programs coordinated by the Study Abroad and Global Education Office, as well as non-credit bearing or short-term experiences, such as faculty-led trips abroad (each, a “Study Abroad Experience”). This Notice applies only to the use of Personal Data in International Processing Activities.

Terminology used in this notice:

- “Personal Data” means any information that relating to an identified or identifiable individual.
- “International Processing Activities” means the collection, use, processing or sharing of Personal Data when the Personal Data is covered by an International Data Protection Law.
- “International Data Protection Law” means any law, rule or regulation regulating the collection, processing, use or security of Personal Data in a jurisdiction outside of the United States, including, without limitation, the GDPR or the UK Data Protection Act 2018.
- “GDPR” means the European Union’s General Data Protection Regulation (Regulation (EU) 2016/697).

In this Notice the words “we”, “us” or “our” refer to St. John Fisher University, and the word “you” or “your” refers to prospective and admitted students and their families.

Personal Data We Collect

The University may collect, store, and process certain categories of Personal Data while you are located outside of the United States in connection with an education abroad experience. This includes but is not limited to:

- personal identification, such as name, government-issued ID number, or similar identifier;
- contact information;
- educational and academic records;
- incident reports concerning safety or academic integrity;
- violations of code of conduct;
- travel documents;
- insurance information;
- emergency contact information;
- photographs of you; and
- medical and health condition information.

We may also collect “special categories” of Personal Data. As defined by applicable International Data Protection Law, “special categories” of Personal Data includes information regarding racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or sex life or sexual orientation.

How We Collect Personal Data

We collect your Personal Data in many ways. A primary source of Personal Data collected is by the Registrar’s Office. Data can also be obtained through any of the partners/affiliate third party education partners located outside of the United States, or other individuals or organizations who are involved in your Study Abroad Experience.

Purposes and Legal Basis for Processing Personal Data

We process your Personal Data to operate your Study Abroad Experience outside of the United States, and to perform academic and other services to you in connection with your Study Abroad Experience. We may also process your Personal Data to:

- administer the University and programs you are enrolled in (including, for example, for enrollment, establishing education records, evaluating academic performance, granting degrees and internal reporting);
- facilitate your safety;
- assist with emergency or other healthcare treatment or arrangements;
- communicate with law enforcement and other government authorities;
- address student conduct matters;
- Improve our Study Abroad Experiences; and
- fulfill any obligations the University may have under University policy or applicable U.S. or law applicable in the relevant jurisdiction.

We may also process your Personal Data in any other way we may describe when you provide the Personal Data or with your consent. Please be aware that if you are the victim or alleged perpetrator of sexual or gender-based misconduct and/or of other criminal behavior while you are outside of the United States, the University will address the matter in accordance with University policy and applicable U.S. law (including but not limited to [Title IX](#) and the [Clery Act](#)).

How We Share Personal Data

Your Personal Data will be received and processed by University representatives in connection with the purposes of processing described above. We may share your Personal Data with:

- University divisions, programs and initiatives;
- service providers we have retained to perform services on our behalf, such as to third-party program providers and organizations or institutions who host programs abroad such as exchanges or internships;
- legal or government regulatory authorities as required by applicable law;
- your consent; or
- third parties as required by applicable law in connection with claims, disputes or litigation.

We may also share your Personal Data when otherwise required by applicable law; or if we determine its disclosure is necessary to protect the health, safety, rights or property of you, us or

others, or to enforce our legal rights or contractual commitments that you have made.

How We Store Your Data

The University uses risk-assessed administrative, technical, and physical security measures to protect against unauthorized use, disclosure, alteration, or destruction of the Personal Data we collect. Only authenticated users with specific permissions may access the data. All University Information Security Policies and Procedures are based upon current industry best practices and common security frameworks.

Legal Basis for Processing

Certain International Data Protection Law requires us to have a legal basis for processing your Personal Data. This legal basis will depend on the Personal Data concerned and the specific context in which it is collected. However, we will normally collect or process your Personal Data only where we have your consent to do so or where we need the Personal Data to perform a contract with you.

In some cases, we may also have a legal obligation to process Personal Data from you or may need the Personal Data to protect your vital interests or those of another person. If we rely on your consent to process the Personal Data, you have the right to withdraw or decline your consent at any time in writing and as otherwise permitted. Please note that withdrawing your consent does not affect the lawfulness of the processing based on consent before withdrawal, nor will it affect the processing of your Personal Data conducted in reliance on lawful processing grounds other than consent.

Your Rights

Depending on the applicable International Data Protection Law, you have certain rights regarding your Personal Data. As a student studying abroad, you may have the following rights to your Personal Data such as access, rectification, erasure of data, restrict processing, data portability, object to processing, and to file a complaint. Additional detail about each right, including exceptions and limitations, can be found in the applicable text of the International Data Protection Law.

Data Retention

The University's current Policy on Retention of University Records is available here: <https://www.sjf.edu/media/services/human-resources/documents/RecordRetentionPolicy.pdf>.

International Data Transfers

As the University is based in the United States, Personal Data that you provide while outside of the United States will generally be transferred to the United States. Please note that the United States may not provide the same level of protection to your Personal Data as those other jurisdictions located outside of the United States. Additionally, the University may transfer your Personal Data to its affiliates or third-party service providers inside or outside of the United States for the above purposes.

Contact Information

If you have any questions, comments, requests or concerns about this Notice, you may contact the office:

- Study Abroad/Global Education Office at mplutino@sjf.edu or (585) 385-7258
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Having read the International Data Protection Law Privacy Notice above, by signing this document, I give consent:

- for the use of my Personal Data (including “special categories” of data) for the purposes outlined in this Notice;
- for my Personal Data (including “special categories” of data) to be transferred overseas pursuant to the provisions of article 49 (1)(a) of the GDPR, and more specifically to the United States of America, even if this country were not considered a privacy safe harbor by the European Union (E.U.) competent authorities due to the absence of appropriate safeguards;
- for the processing of my “special categories” of Personal Data for the purposes outlined in this Notice;
- to the collection, use, storage, and transfer to the United States of my Personal Data, whether provided by me or someone else, relating to any incident of sexual or gender-based misconduct and/or of other criminal behavior, where I am either the victim or alleged perpetrator.

By **not** signing this document, I do not give consent for the above. I understand if I do not sign this document, I may not be able to participate in certain Study Abroad Experiences.

Print name

Signature & Date