AGREEMENT TO TERMS AND CONDITIONS OF CENTRAL PIEDMONT EDUCATION ABROAD AND WORK-RELATED TRAVEL PROGRAMS

I, ___________________________ (print your name), in consideration of Central Piedmont Community College (“Central Piedmont”) allowing me to participate in ____________________________ (print name of specific program) (the “Program”), agree to all terms and conditions of the Program. I understand that my registration and attendance in the Program, as well as my reading and executing this Agreement to Terms and Conditions of Central Piedmont Education Abroad and Work-Related Travel Programs (the “Agreement”) constitute evidence of my agreement to comply with all such terms and conditions.

I. DISABLED STUDENTS

Students requiring accommodations for a medical condition and/or disability during the Program must submit an accommodation letter. Central Piedmont shall have the right to deny any student from the Program or terminate any student’s participation in the Program for such student’s failure to disclose a medical condition and/or disability or failure to submit an accommodation letter in connection therewith.

Please Note: “Reasonable accommodations” under the Americans with Disabilities Act may differ and/or not be available in the host country. By signing this agreement, I acknowledge that U.S. disability laws may not be applicable overseas.

II. FINANCIAL RESPONSIBILITIES

A. I understand that I am responsible for paying all fees and personal expenses incurred in conjunction with the Program. This includes tuition due to Central Piedmont or any foreign institutions and persons, other fees, the cost of international travel and health insurance, room and board and personal expenses.

B. Central Piedmont must undertake certain financial commitments on behalf of students participating in the Program prior to the beginning of the Program. I agree to pay all such expenses incurred by Central Piedmont on my behalf in accordance with this Agreement.

III. STUDENT STANDARDS OF CONDUCT

A. I understand that while participating in the Program, I am subject to Central Piedmont rules, regulations, and policies, including but not limited to the Central Piedmont Student Code of Conduct, as the same may be amended and/or supplemented from time to time by Central Piedmont. I further understand that I am subject to any
supplemental rules or standards adopted by Central Piedmont for the Programs in which I am participating. I hereby waive and release all claims against Central Piedmont that arise at a time when I am not under the direct supervision of Central Piedmont or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions. Notwithstanding anything contained herein to the contrary, I agree that (i) if I am not of the legal drinking age, I shall not drink alcohol while participating in the Program, (ii) if I am of the legal drinking age, I shall not drink alcohol in excess while participating in the Program, (iii) I shall not improperly or inappropriately use social media while participating in the Program in such a way that may reflect negatively on my reputation or the reputation of Central Piedmont, and (iv) violation of any of the foregoing items (i) – (iii) may result in termination of my participation in the Program and/or denial of acceptance into any future study abroad or travel programs, in the sole and absolute discretion of Central Piedmont.

B. I understand and acknowledge that I am responsible for obtaining all necessary travel documents (i.e. Visa, passport, tickets, etc.), obtaining all necessary immunizations and turning in all forms requested by Central Piedmont in a timely manner. I hereby waive any and all claims against Central Piedmont or its officers, employees or agents for any expenses or losses due to my failure to obtain a passport, traveler’s checks, other forms of currency, and tickets for transportation or for my failure to properly safeguard these items or any other property of mine.

C. I understand that I must register with the United States Department of State prior to the beginning of the Program.

D. I understand and agree that while I am participating in the Program I am not permitted to, and shall not, operate a passenger vehicle without prior written permission or agreement by Central Piedmont. I further understand and agree that Central Piedmont shall not be liable for any claim, accident, loss, injury or damage of any kind whatsoever resulting from my operation of a passenger vehicle, with or without Central Piedmont’s permission.

E. I agree to meet with an academic advisor to plan an appropriate course of study and attend required orientation(s). (for Study Abroad participants only)

F. If I seek to obtain Central Piedmont credit through my participation in this Program, I understand that it is my responsibility to confirm that the travel study program in which I plan to take part has been approved for credit by Central Piedmont and that I have not exceeded the maximum credit limit for credits obtained through study abroad programs.
G. I understand that I will be expected to act in accordance with the laws and customs of the host country during the Program. I understand that each foreign county has its own laws, regulations and standards of acceptable conduct in the areas of dress, manners, morals, politics, alcohol use, drug use and behavior. I agree to make reasonable and good faith efforts to become informed of all laws, regulations, and standards for each country to or through which I travel during my participation in the Program. In particular, I agree to become familiar with the host country’s procedures for obtaining emergency health and legal services. I further agree that I will abide by and comply with those laws, regulations and standards.

H. I agree that Central Piedmont has the right to enforce all of the rules, regulations and standards described above and that, in its sole and absolute judgment, Central Piedmont shall have the right to impose sanctions, including without limitation immediate exclusion from the Program and/or denial of acceptance into any future study abroad or travel programs, for violating these rules, regulations or standards or for any other disciplinary disturbances. I understand that due to the circumstances of foreign travel and foreign study/work programs, normal procedures for notice, hearing and appeal in student disciplinary proceedings may not be practicable and therefore may not apply. I hereby explicitly waive all claims based on inadequate disciplinary procedures.

I. I take full responsibility for my behavior and conduct and agree that Central Piedmont and its agents will be released and indemnified for any claim, loss, injury or liability that may be caused by my behavior or conduct. This acceptance of responsibility and release and indemnification applies to my conduct whether I am or I am not under the direct supervision of Central Piedmont, its agents or Program officials.

J. I understand that my participation in the Program may be terminated, or acceptance into any future study abroad or travel programs may be denied, if my behavior does not comport with these guidelines or is otherwise considered inappropriate or disruptive in the sole and absolute discretion of Central Piedmont. My participation may also be terminated if I am placed on academic or disciplinary probation. In the case of such termination or exclusion from the Program, I consent to being sent home at my own expense with no refund of fees or expenses. I further understand that I may be subject to further disciplinary, civil, and/or criminal action upon my return to Central Piedmont.

K. I agree that I am fully responsible for attending to any legal issues or problems that I have while participating in the Program. I further agree that I am responsible for any encounters that I have with any foreign nationals or foreign government as a result of any such violations or disciplinary disturbances. I understand and agree that Central Piedmont is not responsible for providing any assistance under such circumstances.
IV. PROGRAM SPONSOR RIGHTS AND RESPONSIBILITIES

I understand that there are safety risks associated with the Program and travel incident thereto and that Central Piedmont can in no way guarantee or assure my safety or security while participating in the Program nor can Central Piedmont eliminate all risks from the Program. I further understand that Central Piedmont cannot (i) monitor or control all of the daily decisions or activities of participants; (ii) prevent participants from engaging in illegal, dangerous or unwise activities; (iii) assure that U.S. standards of due process apply in overseas legal proceedings; (iv) provide or pay for legal representation for participants; (v) assume responsibility for actions or events that are not part of the program or are beyond control of the sponsor; (vi) assume responsibility for actions or events that arise because of the failure of the participant to disclose pertinent information; and (vii) assure that U.S. cultural values and norms will apply in the host country.

I understand that Central Piedmont is not responsible and shall not be liable for such injuries, damages or losses associated with the Program except as may be caused by the gross negligence or willful misconduct of the employees, officials or agents of Central Piedmont. By my signature below I acknowledge that I am willing to accept the risks associated with the Program.

V. OUTSIDE AGENTS

I understand that Central Piedmont does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, other host arrangements, land transportation, air transportation, carrier, hotel or similar accommodation, tour agent, tour organizer, or other provider of goods and services related to the Program. I understand that Central Piedmont is not responsible for matters that are beyond its control. I hereby agree that Central Piedmont shall not be liable for any injury, loss, damage, accident, delay, expense or inconvenience arising out of any such matters. I do therefore release Central Piedmont from any such liability.

VI. PROGRAM CHANGES

I understand that although Central Piedmont will attempt to maintain the Program as described in its publications and brochures or by its employees, it reserves the right to cancel or modify any aspects of the Program at any time for any reason it deems sufficient to promote Program objectives, safety issues or institutional needs. Central Piedmont will make appropriate refunds in such circumstances.
VII. INDEPENDENT TRAVEL AND ACTIVITIES

I understand that neither Central Piedmont, any faculty member nor any other Central Piedmont representative or agent is responsible for any injuries, loss or damage I may suffer when I am traveling independently or am otherwise separated or absent from any sponsor-supervised activities, even if a Central Piedmont faculty member or other Central Piedmont representative or agent accompanies me in any independent travel or activity not sponsored by or affiliated with Central Piedmont.

VIII. HEALTH AND MEDICAL ISSUES

A. I understand that travel abroad may expose me to certain conditions, diseases or illnesses. I have acquired all immunizations recommended by the U.S. Centers for Disease Control and all other inoculations necessary for safe travel in the areas I plan to visit. I agree to make reasonable efforts to acquaint myself with the health factors and issues endemic to these areas and to prepare myself accordingly for my travel abroad activities.

B. I have or will secure health insurance as required by Central Piedmont to cover my travel abroad activities. I understand that Central Piedmont is not obligated to provide or pay for medical treatment or hospital care in a foreign country or in the U.S. during my participation in the Program. I further understand that Central Piedmont is not responsible for the quality of such treatment or care.

C. I have consulted with a medical doctor or comparable health care provider with regard to my personal medical status and needs. By my signature below, I certify that (i) I am medically able and capable to participate in the Program, in the activities associated with the Program, and in the travel incident to the Program; (ii) there are no health-related reasons or problems which would materially adversely affect my ability to participate in the Program; (iii) I do not have a medical condition that would endanger the health of myself or others associated with the Program; and (iv) I will notify the Program staff of any health concerns that may arise before and/or during the Program.

D. I am aware of all of my personal medical needs, and I certify that I am capable of and prepared to deal with those needs. I understand that Central Piedmont is not obligated to attend to my medical or medication needs.

E. I understand that there are health risks associated with the Program and travel activities. I further understand that Central Piedmont will not be responsible for the health risks, injuries, damages or loss beyond its direct control.
F. I agree that if I am injured or become ill, Central Piedmont or its agents may secure hospitalization and/or medical treatment for me, and I agree to pay all expenses related thereto. I further agree that Central Piedmont or its agents may release information to other persons who may need this information to assist me or to assist others in the Program.

G. I understand and agree that Central Piedmont has the right to terminate my participation or deny my acceptance in the Program if health concerns warrant such action, in the sole and absolute discretion of Central Piedmont. Notwithstanding anything contained herein to the contrary, if Central Piedmont has reason to believe that a student has failed to disclose any medical or psychological condition that may materially adversely affect such student’s ability to participate in the Program and/or endanger the health of the student or others associated with the Program, then Central Piedmont shall have the right to deny such student’s acceptance into the Program.

H. I certify that the health information provided below is true and correct to the best of my knowledge. I understand that Central Piedmont will not use this health information for any improper purpose or disclose this information to any third party except as is necessary to protect the health and safety of the participants in the Program.

Are you currently receiving any medical or psychological care of any kind or nature? List all medications you are currently taking.

Yes ____      No ____

If yes, please explain below. Please note that this information will be shared with our on-site coordinator.

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Is there anything in your medical or psychological history about which we should be aware, or which may affect your participation in this Program? (e.g. allergy shots, chronic condition, psychological disorder)

Yes ____      No ____
If yes, please explain below. Please note that this information will be shared with our on-site coordinator.

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

IX. EMERGENCY CONTACT

I acknowledge and understand that, although I am an adult, I have been advised to discuss this trip with my parents/spouse/family and to share with them any materials or information about the elements of risk associated with this trip that I may receive. In the event that I am involved in a health or safety emergency situation during my participation in the Program, I hereby authorize Central Piedmont, its representatives, employees and/or agents to notify the following person(s):

Primary Emergency Contact:

_____________________________________________________________________
Name                                                                                   Relationship
_____________________________________________________________________
Address                                                                                   
_____________________________________________________________________
City                                             State                                             Zip Code
_____________________________________________________________________
Home Telephone                                Work/Cell Telephone                               E-mail Address

Additional Emergency Contact:

_____________________________________________________________________
Name                                                                                   Relationship
_____________________________________________________________________
Address                                                                                   
_____________________________________________________________________
City                                             State                                             Zip Code
_____________________________________________________________________
Home Telephone                                Work/Cell Telephone                               E-mail Address
X. MEDICAL/TRAVEL INSURANCE

I acknowledge that I have obtained the medical-travel insurance policy approved by Central Piedmont that covers medical care and emergency care received while traveling/living abroad and repatriation of remains. I have provided proof of my coverage to Program administrators. I further acknowledge that I will abide by any conditions imposed by my insurance carrier.

Please provide your student insurance information below provided:

______________________________  ______________________________
Name of Insurance Company    Insurance Company Claims Phone Number

______________________________  ______________________________
Insurance Identification Policy Number    Group Number

______________________________  ______________________________
Student Name as it appears on Policy    Student’s Date of Birth

Student CPCC ID Number

If applicable, please provide your International Student Identity Card information below:

______________________________  ______________________________
ISIC Card Number    Date Issued

Print Name

XI. PERMISSION TO USE PHOTOGRAPHS

Upon return from the Program, Central Piedmont encourages the participants and instructors to submit their favorite photographs and videos taken during the Program (collectively, the “Photographs”), which Central Piedmont desires to use on its website and marketing materials for educational and marketing purposes. I hereby consent to any Photographs that are taken of me during the Program by persons acting with the permission and under the authority of Central Piedmont, and authorize Central Piedmont’s use of the Photographs for any lawful purpose upon the following terms and conditions:
(A) The Photographs may be used by Central Piedmont in any instructional materials, catalogues, brochures, Central Piedmont’s website or for publication or use for any lawful purpose deemed proper by Central Piedmont.

(B) I hereby waive any right to inspect or approve any Photographs or the materials in which they may be used.

(C) The Photographs may be modified or retouched in any way Central Piedmont considers desirable.

(D) I hereby release Central Piedmont and its agents from any liability in connection with or arising from its use of the Photographs, provided that Central Piedmont does not act with gross negligence or intentional misconduct.

XII. ACKNOWLEDGEMENT OF MY RESPONSIBILITY AND ASSUMPTION OF RISK

I fully understand that this Program will expose me to many risks associated with foreign travel and participation in a program abroad. I fully accept this responsibility of risks and assume all risks associated with this Program. I therefore agree to release, hold harmless, discharge, and indemnify Central Piedmont and their officers, employees, agents and volunteers from any present or future liability, claim or demand that may be asserted in connection with: (a) emergencies, accidents, illnesses, injuries, or other consequences or events arising from my participation in the Program; (b) any cause, event or occurrence beyond the direct control of Central Piedmont or its agents including, but not limited to, natural disasters, wars, civil disturbances, terrorist acts, or the negligence of other persons; and (c) events or occurrences caused by my behavior or conduct while traveling or participating in the Program (including periods in transit to or from any county where the Program is being conducted). I understand and agree that this acknowledgement, discharge, hold harmless agreement, release, indemnification, and assumption of risk shall be binding on me, my heirs, my assigns, members of my family, my executors and administrators, and my personal representatives. Further, I understand and agree that a copy of this Agreement shall have the same force and effect as the original.

XIII. CHOICE OF LAW

I acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of North Carolina, which shall be the forum for any lawsuits filed under or incident to this Agreement. I further agree that any claims arising between me and Central Piedmont shall be governed by North Carolina law.
XIV. SEVERABILITY

I acknowledge and agree that the terms and provisions of this Agreement shall be severable such that if a court of competent jurisdiction holds any term to be illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

XV. VOLUNTARY ACKNOWLEDGEMENT

I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Agreement, I have the right to consult with the advisor, counselor or attorney of my choice.

[Signature Page Follows]
I have carefully read, understand and fully agree with this Agreement. This Agreement shall become effective only upon receipt of my application by Central Piedmont Community College. This Agreement represents my complete understanding with Central Piedmont concerning Central Piedmont’s or its agents’ responsibility and liability for my participation in the Program. This Agreement supersedes any previous or contemporaneous understandings I may have had with Central Piedmont or its agents, whether written or oral. I acknowledge that there is sufficient consideration for my execution of this Agreement. I represent that I am at least eighteen (18) years of age (or will be eighteen (18) years of age when the Program commences) or if not that I have secured below the signature of my parent of guardian as well as my own.

________________________________________
Signature of Participant

________________________________________
Print Name of Participant

________________________________________
Date

Witnessed By:

________________________________________
Signature of Witness

________________________________________
Print Name of Witness

________________________________________
Date

If Participant is under 18 years of age:

I am the parent or legal guardian of the above Participant. I have read and understand the foregoing Agreement in its entirety. I am and will be legally responsible for the obligations and acts of the Participant as described in this Agreement. I agree, for myself and for the Participant, to be bound by the terms of this Agreement.

________________________________________
Signature of Parent/Legal Guardian

________________________________________
Print Name of Parent/Legal Guardian

________________________________________
Date