

Exchange Student Program Office of International Student Services Champlain College 163 S.Willard Street, P.O. Box 670 Burlington, Vermont 05402-0670 U.S.A. jkarki@champlain.edu or +1.802.865.6485

# Contract for Participation – Exchange Student Enrolled in Champlain College Non-Degree Programs (rev. 12-16-2016; 9-28-2017;12-20-2019)

Student's Name:\_\_\_

\_\_\_\_\_ Home Institution:\_\_\_\_\_

Participation semester: \_\_\_\_\_

This form constitutes an agreement between Champlain College Incorporated ("Champlain College" or the "College") and the exchange student participating in the Exchange Student Program and enrolled in a non-degree program at Champlain College (the "Program"). Any student who does not return this form to Champlain College will not be allowed to participate in the Program.

In order to participate in the Program, you are required to read and agree to the conditions outlined in this form. You are also responsible for reading and considering the information contained in all materials prepared and provided to you by Champlain College relating to participation in the Program. It is your obligation to inform yourself about the program you have chosen and the arrangements for your participation. We urge you to share all the information you receive with your parent(s) or guardian(s).

The student agrees and represents as follows:

### PROGRAM PARTICIPATION

- 1. <u>Voluntary participation</u>. I am a student at the Home Institution named above, and have voluntarily chosen to participate in the Program.
- 2. <u>Orientations</u>. I will attend International Student Orientation and New Student Orientation upon my arrival to Champlain College. I will also enroll and participate in the SAP-150 Thriving as an International Student at Champlain course.
- 3. <u>Rules and Policies</u>. I agree to live and work in accordance with the Champlain College Code of Conduct, the Undergraduate Catalog and College Policies, the terms of the exchange agreement between Champlain College and Home Institution and any U.S. federal immigration rules and procedures pertaining to my J-1 status.

- 4. <u>Local laws</u>. I understand that I am subject to the laws of the United States, and the State of Vermont, and the laws of any other country I may visit. I understand that it is my responsibility to be informed about the laws of those countries and conduct myself in a manner that complies with those laws.
- 5. <u>Alcohol and Drugs</u>. I understand that although I may be of the legal drinking age in my home country, as a participant in the Program, I will abide by Champlain College's Alcohol and Drug Policy and the laws of the United States and the State of Vermont.

## RESPONSIBILITY FOR MY PERSONAL PROPERTY, ACTIVITIES AND TRAVEL

- 6. <u>Personal Property</u>. I understand that I am responsible for my personal property and will not hold Champlain College responsible should damage or loss occur.
- 7. <u>Independent Housing Arrangements</u>: I understand that, in rare circumstances, I may be granted permission to secure my own housing (without the assistance of Champlain College staff). In choosing to secure my own housing, I understand that it will be my responsibility to establish appropriate measures and precautions to ensure my own safety and the safety of my personal belongings during my period of independent living.
- 8. <u>Personal Activities</u>. I assume full responsibility for any personal activities in which I participate that are outside the scope of the required Program work and for my personal conduct while participating in my required courses. I assume full responsibility for my activities during periods of independent travel.
- 9. <u>Program-led voluntary activities</u>. The Office of International Student Services staff may arrange opportunities for me to voluntarily participate in various cultural, entertainment or recreational activities, including weekend trips. I assume full responsibility for my participation in those activities and understand that the terms of this agreement apply to me when I participate in those activities.
- 10. <u>Travel arrangements to and from the Program</u>. I understand that I am responsible for making my own travel arrangements to arrive at the Program in accordance with the instructions provided. I understand that I am responsible for making my own travel arrangements home or to other destinations after the end of the Program.
- 11. <u>Travel disruptions</u>. I understand and acknowledge that Champlain College does not assume any responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel or airline reservations, missed carrier connections, or similar travel disruptions, in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond its control, with or without notice, or for any additional expense occasioned by any of the foregoing. My baggage and personal property are transported at my risk entirely.

### HEALTH AND HEALTH INSURANCE MATTERS

12. <u>My Health</u>. I am, to the best of my knowledge, in good health and suffer no disability or condition that, even with reasonable accommodation, would render my participation in any aspect of the Program medically inadvisable. If I have a physical or mental health circumstances that may affect my study abroad experience, I understand and agree that it is in my best interest to discuss the situation with my physician or other care provider and with the Director of the Office of International Student Services, the Director of the Counseling

Center, and Health Services staff. I understand that if I choose not to have such discussions, I should do so only after consulting with my healthcare provider(s) and other campus advisors regarding potential risks of that choice, and agree that I take full and sole responsibility for such choice and any related consequences, including but not limited to potentially negative health, immigration, academic and/or financial consequences.

- 13. <u>Health Insurance</u>. I understand that I am required to carry health insurance that will cover me while participating in the Program in the United States and that I will be responsible for any expenses associated with injuries or illness that may occur, including the cost of medical evacuation and repatriation of remains. I agree that I will purchase and/or be covered by a health insurance policy that meets the requirements as set forth by the U.S. Department of State, J visa Exchange Visitor Program (see the attached sheet on health insurance requirements). I acknowledge that the health insurance policy will cover me for the entire length of my program and that if I engage in any independent international travel that is not part of the Program (either before or after the Program), I will notify the Office of International Student Services and I may need to purchase additional insurance. I acknowledge that it is my sole responsibility to ensure that my health insurance coverage is adequate for my needs.
- 14. <u>Emergencies</u>. In case of emergency where I am unable to give my consent, I authorize the staff of Champlain College to obtain necessary treatment on my behalf at my expense up to and including the administration of anesthetic and surgery.
- 15. <u>Immunizations</u>: I will provide Champlain College's Health Services Office proof of mandatory immunizations as required by the State of Vermont Department of Health Services.

## PROGRAM MANAGEMENT AND DISCIPLINARY MATTERS

- 16. <u>Acceptance to the Program.</u> My acceptance into the Program is at the sole discretion of Champlain College.
- 17. <u>Sanctions</u>. The College reserves the right to impose sanctions on me at any time prior to or during the duration of the Program, should the College determine in its sole discretion that (i) my actions or general behavior adversely affect the operation of the Program or the reputation of the College, (ii) my actions or general behavior adversely affect the rights or welfare of any person or my own welfare or (iii) I have violated any of the conditions of my participation in the Program or any policies of the College. Sanctions may include, but are not limited to expulsion from the Program. I may also be referred to the appropriate Champlain College officials for further disciplinary or other action. In the event of expulsion from the Program, I will be subject to the College's then standard refund policy, and any non-recoverable room/board costs will be forfeited. Further, if expelled, I acknowledge I will be subject to U.S. federal immigration regulations regarding my status and I accept responsibility for all transportation and additional costs in returning home.
- 18. <u>Program Changes</u>. I understand that Champlain College reserves the right to make changes to its academic offerings at any time and for any reason, with or without notice, and the College shall not be liable for any loss whatsoever to me by reason of any such course cancellation or change. The College reserves the right to substitute accommodations or housing of similar category at any time. Specific room and housing assignments are within the sole discretion of the College.

#### ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION

- <u>19. Risks</u>. I acknowledge that there are potential health, safety and other risks involved in participating in the Program. These risks include, but are not limited to, illness, bodily injury, death, property loss and/or damage, violent crime, kidnap, incarceration, terrorism, war, air travel, risks described in other sections of this contract, and other risks that may not be foreseeable. I have carefully considered the risks involved in participating in the Program.
- 20. <u>Assumption of Risks</u>. I understand and acknowledge that I am responsible for my own safety and welfare at all times relevant to my participation in the Program and I assume full responsibility for all risks associated with my participation in the Program and for my acts or omissions in connection with my participation in the Program. I understand that the College is not responsible for my health and safety and the College assumes no liability for injuries or damage in connection with my participation in the Program.
- 21. <u>Release of Claims</u>. I release and promise not to sue Champlain College and its employees, agents, officers, trustees, and representatives, from any liability or claim which I may have for any damages, losses, illness or injuries (including death) to my person or property arising out of or connected with my participation in the Program.
- 22. <u>Indemnification</u>. I agree to indemnify, defend, and hold harmless Champlain College and its employees, agents, officers, trustees, and representatives from any liability, claims, damages, financial obligations, medical bills, losses or expense, including attorney fees, arising out of or connected with my participation in the Program.

#### OTHER

23. <u>English Language Proficiency</u>. In addition to other application requirements, I will provide proof of English Language Proficiency as required by the U.S. Department of State, Exchange Visitor Program.

I have read the foregoing Contract for Participation in the Program and agree to its terms. By signing this agreement I intend to bind myself and my parents, family, spouse, guardian, heirs, executor, administrators and assigns.

I authorize Champlain College to release records and information about my participation in the Program, including this contract, to my parents or legal guardians.

I certify that I am am not age 18 or older. (If not age 18, a parent or guardian must also sign. Please see space for additional signatures below).

Name (printed):	
Signature of student:	Date:
Email Address:	Telephone Number:
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**For each parent or legal guardian of a student under 18:** I certify that I am a responsible parent or legal guardian of the above student, that I have read the foregoing Contract for Participation, and agree to the terms outlined above on behalf of the student if he or she is a minor and for myself individually, intending to waive and release my own claims. I also understand that it is my responsibility to read and carefully consider all materials provided by the College in connection with the Program, and to inform myself about the terms and conditions and risks of participation in the Program.

# All persons who are the responsible parents or legal guardians of the student must sign.

Signature of parent or guardian	Signature of parent or guardian
Address of parent or guardian	Address of parent or guardian
City, State, Zip	City, State, Zip
Day phone	Day phone
Evening phone	Evening phone

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