Program Agreement and Liability Waiver

Please read the following sections carefully as they affect any rights you may have if you are injured or otherwise suffer damages on a Lasell College study abroad program.

Lasell College and its agents, affiliates, officers, directors, staff, regional and local representatives (collectively “LASELL COLLEGE”) and the undersigned student and participants, understand and agree to the terms and conditions stated in the below Agreement relating to the participation in a Lasell College approved study abroad program (“Program”). Students and other participants are referred to collectively as the Participants (“Participants”).

A. Code of Conduct: I understand and agree that, as a participant in a Lasell College approved study abroad program, I am subject to the student conduct regulations described in the Lasell Student Handbook. I further understand that, if I am attending a foreign university as part of a Lasell College approved study abroad program, I am also subject to the conduct regulations of the host institution. Furthermore, I understand that as a Lasell College approved program participant, the violation of the Lasell College student conduct regulations may result in removal from the program, in addition to any action outlined in the Lasell Student Handbook, and I agree to act responsibly and appropriately at all times. I also agree to conform to all applicable policies, rules, regulations, and standards of conduct of any host institution and/or foreign affiliate.

B. Laws of the Land: I understand that as U.S. citizen in a foreign country, I will be subject to the laws of that country. I agree to conduct myself in a manner that will comply with the regulations of my host country and the United States of America. If I should fall into legal problems with any foreign nationals or government jurisdictions of the host country, I will attend to the matter personally with my own personal funds. It is further understood that Lasell College may be limited in its ability to provide assistance in the event of arrest and may also initiate disciplinary proceedings.

C. Program Activities: I agree to participate fully in all portions of the program and agree that any deviation I will make from the program design must be approved in advance in writing by the program director. I understand that, although Lasell College will attempt to maintain the program as described in its informational materials, it reserves the right to change the program, including the itinerary, travel arrangements, or accommodations, and reserves the right to cancel the program prior to departure without penalty any time and for any reason, with or without notice, or to cancel the program after departure, requiring that all participants return to the United States if Lasell College determines or believes that any person is or will be in danger if the program or any aspect thereof is continued. If the program is cancelled, the only responsibility of the program is for the refund of all uncommitted monies and deposits paid by a participant to the program, and Lasell College shall not be otherwise responsible or liable for any expenses or losses that I may sustain.

D. Academic Standards: I acknowledge and understand that I am responsible for maintaining an adequate standard of academic work while abroad.

E. Disciplinary Procedures/Program Dismissal: I acknowledge that Lasell College has sole discretion to terminate my participation in the program if: (i) I engage in actions dangerous to myself or others; or (ii) my conduct is considered to be detrimental or incompatible with the best interest and welfare of the program. I further agree, if expelled from the program, to be responsible for all expenses incurred in returning to the United States.

F. Financial Obligations: I am aware of the nature and the cost of the program and will guarantee that all of my financial obligations will be met. I understand that under Lasell College’s home-school tuition model, I am required to pay Lasell tuition, room, and board, and that Lasell in turn, will pay the study abroad provider or host institution’s bill for tuition, room, and board. I agree to pay all other expenses charged by the program and will pay the program provider or host institution directly for these expenses. If I should require additional financial aid, I understand that I must make these arrangements with the Lasell Office of Student Financial Planning prior to leaving for study abroad. Furthermore, I understand that I must have documented proof of my approval for additional financial aid and that verbal agreements will not be accepted as documented proof.

G. Cancellation Policy: If I decide not to attend the study abroad program, I must cancel by giving notice to the Lasell Director of International Services on or before June 1st for the fall semester and November 1st (*) for the spring semester so that Lasell can provide timely notice of my cancellation to the study abroad program provider. If I cancel by these dates, I will not be responsible for any cancellation fees, or partial program fees. If I choose to cancel after those dates, however, I understand that I will be subject to the individual cancellation policies of the study abroad program I have chosen, and I may be responsible for the

10/4/2011
payment of part of the costs of the program, or for cancellation fees, depending upon the terms and conditions of the particular program I have chosen. I also understand that if I receive financial aid, NONE of that aid can be used to pay the study abroad program for any part of any cancellation fees, or partial program fees, incurred by me as a result of my late cancellation. Receiving financial aid is dependent on attendance. No federal, state, or institutional grants, scholarships or loans can be used for a period of non attendance. If I choose not to go abroad, but wish to enroll at Lasell for the semester, all of my aid will be applied to the cost of attendance at Lasell because that is where I will be in attendance.

(*)Exceptions: for ISA programs, I must cancel by October 15th and for CEA and TEAN programs I must refer to the specific refund date that is stated in my acceptance letter.

**H. Withdrawal Policy:** If I begin attendance at a study abroad program and then withdraw during the term, I understand that I am subject to the Title IV refund and recalculation regulations for federal financial aid, and the state refund regulations for state aid. If I have any questions about those state or federal regulations I understand I should contact the Lasell Office of Student Financial Planning. I understand that it is my responsibility to notify the Office of Student Financial Planning at Lasell immediately (i.e. within 48 hours) upon withdrawing from the study abroad program to let Lasell know that I have ceased attending, and what my last date of attendance was so that the Office of Student Financial Planning can perform the recalculation within the short timeframe required by the applicable financial aid regulations. If I fail to provide immediate notice, and the recalculation deadline is missed, I understand there could be negative consequences to Lasell, as well as to my financial aid eligibility or repayment obligations. I also understand that if I stop attending the program during the first 60% of the term, my financial aid will be reduced as required under the applicable federal and state financial aid rules, and I will be responsible for paying out of my own pocket any balance due as a result of that reduction in financial aid.

**I. Maintaining Financial Aid While Abroad:** I understand that any student, regardless of whether they are studying abroad or studying on their home campus, who receives federal financial aid, grants or loans, must make satisfactory academic progress as defined by the College in order to continue to receive federal financial aid. This is defined as passing a minimum of 12 credits and maintaining a 2.0 GPA each term. If I do not meet either one (or both) of these two guidelines, I understand that the first offense will result in me being put on financial aid probation, which means I will continue to qualify for aid for another term. However, I understand that I must be in compliance of the guidelines by the end of the next term, or my aid will be suspended for the following term. I understand that I will have the option of appealing the financial aid suspension only once. If the appeal is successful, I understand that I will get one more semester of aid. If by the end of that additional semester, I am still not making satisfactory academic progress or otherwise am not in compliance with the guidelines, I understand that I will not be eligible for additional financial aid.

**J. Health and Accident Insurance:** I have or will secure health and accident insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the program, including adequate insurance to meet any and all needs for payment of hospital costs while undertaking this program. I agree that Lasell College cannot be and is not responsible for attending to any medical or medication needs of a participant or the costs arising therefrom.

**K. End of Program:** I understand that any responsibility that Lasell College has for participants on a Lasell College approved study abroad program terminates once the program is finished.

**L. Dissimilarities or Differences in the Host Country:** I understand that participants are expected to make every effort to adapt to the culture and lifestyle of the host country. There may be significant cultural, economic, and lifestyle differences between my home country and host country including those in health care services, living conditions, transportation systems, educational systems, criminal justice, civil liberties, customs, values, and acceptable behavior with regards to age and gender. I realize that participants on a Lasell College approved study abroad program must be aware of and accept these differences as part of the program, and accept the risks associated with traveling and living in another country. I understand and agree that participants must take responsibility to educate and prepare themselves for the inherent risks associated with foreign travel and living abroad.

In addition, I understand that participants on a Lasell College approved study abroad program must be willing to learn about their host cultures and be open to new ideas even though they may be culturally challenging. I am aware that it is both inappropriate and culturally insensitive to use this time to promote religious or political agendas; further, such behavior can cause offense and potentially place me in harm’s way. I understand that, while the United States respects the right of freedom of expression, this is not a universal right and may not be protected by law in some countries. Consequently, I will demonstrate a respect for the host culture even though I may not agree with all aspects of that culture, and I understand that behavior that is inconsistent with this statement may lead to my removal from the program.

**M. Waiver of Liability and Hold Harmless Agreement:** As a condition of my participation in a Lasell College approved study abroad program, 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, acknowledge the risk of participation in the program and do hereby RELEASE AND
FOREVER DISCHARGE Lasell College, and all its directors, trustees, and members of its governing boards, its officers, faculty, or employees, any cooperating institution and agents (hereby referred to as “Releasees”) whether accompanying said program or otherwise, from any and all claims, demands, actions or causes of action on account of any injury to me or my property on or account of my death arising from my participation in the said study program, or any continuances thereof including, but not limited to: (i) any incident beyond the Releasees’ reasonable control, including, without limitation, force majeure, crimes of violence, acts of terrorism, natural disasters, acts of war, or government actions and restrictions; (ii) risks associated with foreign travel and living abroad, including but not limited to risks associated with health care, sanitation, transportation, crime, justice, legal systems, customs, and values; (iii) any differences in the living conditions and standards between my home and home country and the host country 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 said Releasees on account of any and all such claims, demands, actions or causes of action. I further AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or cost, including court costs and attorney’s fees, that they may incur that may result from my negligent or intentional act or omission, which arise out of, occur during, or are in any way connected with my participation in the Lasell College approved study abroad program, any related or independent travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by the Lasell College.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; 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 Release for full, adequate and complete consideration fully intending to be bound by same.

N. Arbitration and Venue: I agree that, should there be any dispute concerning my participation in the program that would require the adjudication of a court of law, such adjudication will occur in the courts of, and determined by the laws of, the Commonwealth of Massachusetts.

O. Severability: I concur that in the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the remaining portions of this Agreement shall remain in full force and effect.

P. Signature: This agreement represents my complete understanding with Lasell College concerning Lasell College’s responsibility and liability for my participation in the Program, supersedes all previous or contemporaneous understanding I may have had with Lasell College on this subject, whether written or oral, and cannot be changed or amended in any way without my written consent.

Print Full Name (as it appears on your passport)

Signature

Date

NOTE: Both parents must sign if participant is under age 18

Parent/guardian signature if participant is under 18

Date

Parent/guardian signature if participant is under 18

Date

10/4/2011