



NEUMANN UNIVERSITY
PARENT-STUDENT ACKNOWLEDGEMENT AND RELEASE AGREEMENT
SHORT-TERM STUDY ABROAD PROGRAM

Student's Full Printed Name ("Student")

Program Name, Location, and Travel Dates

Parent or Legal Guardian's Full Printed Name(s)
("Parent" or "Legal Guardian")

Permanent Mailing Address (Domicile)

We, the undersigned, being the Student and the parent or legal guardian of such Student (collectively "we"), in consideration of acceptance of the Student for participation in the above-named Program (the "Program") while remaining a student of Neumann University ("Neumann") do hereby agree to the terms and conditions of this Acknowledgement and Release Agreement (the "Agreement") as follows:

1. General Policies and Procedures for Students Applying to All Programs

a. In acting to provide the opportunity for foreign study, Neumann in no way guarantees the Student's satisfaction with the chosen Program.

b. We have carefully read the "Neumann University Student Handbook for Short-Term International Programs" concerning the Program listed above and agree to all conditions, regulations, and restrictions stated in them. We understand that statements or comments about the Program made by Neumann faculty or staff are for information only and should not be construed to modify, amend, or interpret the Program as described in official publications. We agree that the Student will be subject to the rules and regulations of his/her Program, and related actions including, but not limited to disciplinary actions, and the laws of those country(ies), during the period of his/her attendance there.

c. Student acknowledges that s/he has carefully read, understands, and agrees to abide by the Neumann study abroad rules and regulations regarding the application process and important academic, financial, health and safety, and other issues, as explained in the "Neumann University Student Handbook for Short-Term International Programs." Student further acknowledges that s/he will abide by all laws of the country or countries visited, including, but not limited to, the laws governing the use of alcohol and drugs. Student has taken the opportunity to ask any questions he or she may have about the Program, and any responsibilities and risks involved.

d. We understand that all students studying abroad for Neumann credit also must adhere to Neumann rules and regulations, as explained in the *Neumann University Student Handbook* and Neumann University Policy, including, but not limited to, the Code of Conduct. Students studying abroad for Neumann credit on any program, including programs administered by Neumann University and those administered by outside institutions, who violate Neumann University rules and regulations, including Neumann study abroad rules and regulations, discussed above, may be subject to further disciplinary action upon returning to Neumann.

e. We understand that the resident director or designated administrator of the Program that the Student attends has the authority to require the withdrawal of any student whose conduct or academic standing warrants such action. We understand that such request and decision for withdrawal is within the sole discretion of the resident director or designated administrator of the Program, and that we are responsible for all travel costs related to a required early withdrawal. Furthermore, Neumann reserves the right to deny credit to the Student if s/he does not complete his or her Program on site, either because s/he was dismissed from the Program or because s/he left voluntarily.

f. We understand that Neumann will only grant Student academic credit for courses that Neumann has agreed to accept and that Student is responsible for satisfying all requirements of such courses.

g. We understand that if the Student's study abroad plans necessitate a visa, s/he is responsible for obtaining the visa well in advance of departure. In addition, the Student acknowledges that s/he is responsible for obtaining all recommended and necessary immunizations and other medical care.

h. We will reimburse Neumann for all unrecoverable costs made on Student's behalf if Student withdraws from the program at any time.

i. We understand that the Student will be responsible for obtaining health insurance that will cover him/her in the country where studies occur. Students must obtain health insurance coverage through Cultural Insurance Services International (CISI) at: www.culturalinsurance.com. Neumann does not provide insurance for students who elect to travel overseas to pursue study abroad opportunities. Student acknowledges that s/he has secured health insurance that will adequately cover any injuries or illnesses that Student may sustain or experience while participating in the Program, including medical evacuation or repatriation. Student assumes all responsibility for his/her medical needs while a participant in the Program, and acknowledges that Neumann is not responsible for the provision and quality of medical treatment or hospital care received while such a participant, even if Neumann assists Student.

j. We assume full legal and financial responsibility for the stay abroad, including but not limited to all program charges and all costs associated with illnesses or injuries sustained or experienced while abroad not covered by insurance.

k. We grant Neumann, its employees, agents and consortium partners full authority to act, though we acknowledge and agree that Neumann has no duty to act, in an attempt to safeguard and preserve Student's health and safety during Student's participation in the program abroad, including authorizing routine or emergency medical treatment on Student's behalf and at Student's expense and returning Student to the United States at Student's expense.

l. We understand that all Neumann students are subject to the University's residency requirement. Students are responsible for ensuring that they meet this requirement. The residency requirement is explained in the *Neumann University Undergraduate Catalog*. Questions should be directed to the Office of the Registrar.

2. Financial Policies and Procedures for Students Applying to All Programs

a. We have reviewed the Program costs and understand the billing procedures for the Program. Information on costs may be obtained from the Faculty Director. We accept final responsibility for tuition and fees associated with the Program and agree to make payment in accordance with the Program's published payment schedule.

b. We understand that failure to pay any fees related to study abroad may result in a penalty fee, a hold being placed on the Student's account, or inability to transfer credit.

c. We understand that if Student has a financial hold on his/her account s/he will be required to clear those holds before s/he may leave for his/her study abroad Program.

d. We understand that if Student withdraws or is dismissed from a Program, refunds (if any) will be made according to the standard Neumann refund policy (see the *Neumann University Undergraduate Catalog*), regardless of the reason for withdrawal or dismissal. We understand that Student will remain accountable and responsible for all Program costs incurred prior to such cancellation. Monies forfeited through withdrawal or dismissal from a Program will not be credited toward tuition fees for further study at Neumann. The Business Office may bill the balance due on the cost of the Program

3. Release and Covenant Not to Sue

We understand that there are risks inherent in studying abroad, and Student (for self and for), Parent, and Legal Guardian agrees in consideration for being permitted to participate in the Program, individually, and on behalf of his/her family, heirs, assigns, and personal representatives, to assume all risks and responsibility surrounding his/her application to and participation in the Program. Student (for self and for), Parent, and Legal Guardian hereby releases fully and finally Neumann, its trustees, directors, officers, employees, agents and affiliates (collectively, the "Neumann Parties") from any and all liability from any harm, injury, damage, claim, or costs and expenses of any nature that Student, Parent, and Legal Guardian may have or that may accrue to him/her arising out of or relating to any loss, damage or injury, caused by, derived from, or associated with the Student's participation in the Program, including but not limited to suffering or death, that may be sustained by Student or any property belonging to Student. Student (for self and for), Parent and Legal Guardian also agrees to save and hold harmless, indemnify and defend the Neumann Parties from any claim made by Student, Parent and Legal Guardian arising out of Student's participation in the Program. The Neumann Parties will not be responsible or liable for any expenses or losses that Student, Parent, and Legal Guardian may sustain because of changes from the representations in the Program's publications and brochure.

4. Miscellaneous

a. We have carefully read this Agreement before signing it. This Agreement represents our complete understanding with Neumann concerning Neumann's responsibility and liability for Student's participation in the Program, supersedes any previous or contemporaneous understandings we may have had with Neumann on this subject, whether written or oral, and

cannot be changed or modified in any way except by the joint written concurrence of Neumann and ourselves.

b. We agree that any dispute arising out of or relating to this agreement or Student's participation in the Program must be presented exclusively to the American Arbitration Association in Philadelphia, Pennsylvania, for mediation and, if necessary, arbitration, and that the laws of the Commonwealth of Pennsylvania (exclusive of its conflict of law rules) will apply to the resolution of any such dispute.

c. To the extent that Student may not have already signed a (Family Educational Rights and Privacy Act) FERPA waiver that permits a Parent or Legal Guardian access to, and knowledge of Student's education records, this document also serves as that waiver. By completing and signing this agreement, you are authorizing Neumann University to **discuss** any and all information which is housed in your education records with your Parent and Legal Guardian. With the exception of those instances authorized by FERPA to release information without the Student's consent, any request for actual copies of your FERPA-protected educational information, including requests from your Parent and Legal Guardian, otherwise requires your written and signed permission which must be sent to the Neumann Registrar. For additional information of your rights under FERPA, please see www.neumann.edu/academics/registrar.asp or call the Neumann Registrar at 610-558-5522. Please note that requests to discuss information in your education record will require your Parent or Guardian to provide your birth-date and the last four (4) digits of your Social Security number as a cross-verification check.

d. If any portion of this contract is determined to be invalid or unlawful, it shall not affect the validity or lawfulness of any other portion of the agreement.

e. We understand that a waiver of any provision or term of this agreement does not constitute a waiver of any other provision or term of the agreement or any related document. This paragraph cannot be waived.

f. We represent that our agreement to the provisions herein are wholly voluntary and further understand that, prior to signing this Agreement, we may consult with the advisor, counselor or attorney of our choice.

Students are strongly encouraged to consult the State Department Country Specific Information and Travel Alerts and Warnings at <http://travel.state.gov/travel/> and the Centers for Disease Control (CDC) at <http://wwwn.cdc.gov/travel/> with regard to their destination country prior to signing this Agreement.

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NOTE: THE SIGNATURE OF A PARENT OR LEGAL GUARDIAN IS REQUIRED FOR ALL STUDENTS UNDER THE AGE OF EIGHTEEN (18), DEPENDENT STUDENTS, AND IS REQUESTED FOR STUDENTS ABOVE AGE EIGHTEEN (18).

Intending to be legally bound, we have signed this Agreement:

Student:

Printed Name of Student: _____

Signature of Student: _____ Date: _____

Parents/Guardians:

Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date: _____

Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date: _____