

Adams Campus
401 North Main Street
Adams, WI 53910

Marshfield Campus
2600 West Fifth Street
Marshfield, WI 54449

Stevens Point Campus
1001 Centerpoint Drive
Stevens Point, WI 54481

Wisconsin Rapids Campus
500 32nd Street North
Wisconsin Rapids, WI 54494

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AGREEMENT

I, _____ a student or participant at Mid-State Technical College (Mid-State), have agreed to participate in Mid-State's international studies program traveling to _____ from (departure) _____ until (return) _____ ("the Program"). In consideration for being allowed to participate in the Program, I hereby agree and represent that:

- Health Insurance.** I have or will secure health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program, including but not limited to coverage for medical evacuation and repatriation of remains. By my signature below, I certify that I have confirmed that my health care coverage will sufficiently cover any medical treatment that might be required, and that I have adequate coverage for any medical or health care expenses incurred in the locations to which I will travel with the Program. I hereby release Mid-State and its Board of Trustees, directors, officers, trustees, employees, teachers, faculty, agents and insurers, and the Program's coordinator(s) (collectively, the "Released Parties"), from any responsibility or liability for expenses incurred by me for injuries or illnesses (including death).
- Mid-State's Right to Alter Program.** I understand that, although Mid-State will attempt to maintain the Program as described in its publications and brochures, it reserves the right to change the Program, including the duration, curriculum, itinerary, travel arrangements, vendors or accommodations, at any time and for any reason, with or without notice, and that neither the Board nor Mid-State, nor the employees and agents of either, shall be responsible or liable for any expenses or losses that I may incur because of these changes.
- Health and Safety.** I have consulted with a medical doctor and am aware of all of my personal medical needs. There are no health-related reasons of problems which preclude or restrict my safe participation in this Program. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that Mid-State is not obligated to attend to any of my medical or medication needs, and I assume all responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during the Program, Mid-State is not responsible for the cost or quality of such treatment or care. Mid-State may (but is not obligated to) take any actions it considers to be warranted under the circumstances to protect my health and safety. I agree to pay all expenses relating thereto and release Mid-State from any liability for any actions taken in relation to protecting my health and safety.

CODE OF CONDUCT

- Personal and Academic Conduct.** The policies and procedures of Mid-State, including but not limited to the Mid-State Student Code of Conduct, shall govern my participation in the Program. I agree to obey such policies and procedures at all times. Should the Faculty or any other official representative of Mid-State decide that I must be separated from the Program because of a violation of stated rules, for disruptive behavior, or for any conduct that might bring the Program into disrepute or its participants into legal or physical jeopardy, I recognize that this decision will be final. I accept that separation from the Program will result in the loss of all academic credits. If I am separated from the Program, I remain responsible for all Program costs incurred on my behalf. I acknowledge that it is Mid-State's expectation that my conduct will be appropriate to the culture and country I am visiting.
 - I will strive to understand and respect the cultures that I encounter.
 - I will observe the laws of the country or countries in which the Program is located and all academic and disciplinary regulations in effect at the host institution.
 - As a student at Mid-State or participant in a Mid-State program, I will also continue to adhere to Mid-State's Student Code of Conduct.
 - I will maintain attendance at all Program activities and classes or make specific alternate arrangements with on-site Program directors. I recognize that unauthorized absences are grounds for disciplinary action and possible dismissal from the Program.
- Host Country and Institution Laws.** I understand that I will be subject to and I agree to obey the laws, regulations, and policies of the host countries and institutions where the Program is located.
- Ejection from Country and/or Separation from Program.** I acknowledge that violation of any policy, law, or regulation of the host or home country, countries, or institutions may subject me to penalties, including ejection from the country, Program, or institution, or such other disciplinary action as may be applicable. I understand that Mid-State reserves the right to separate me from the Program at any time should my actions or general behavior, in the sole discretion of Mid-State, be determined to impede or obstruct the progress of the Program in any way, or in any fashion undermine the credibility and reputation of the Program or Mid-State.

7. **Faculty Authority.** I hereby agree that I shall be subject to the authority of the Mid-State Faculty and Staff in charge of the Program. I further acknowledge that Mid-State Faculty and staff have the sole authority to make decisions regarding the continued participation of any individual in the Program whose conduct may necessitate disciplinary action, including but not limited to, separation from the Program.

RELEASE AND WAIVER OF LIABILITY

8. **Free and Voluntary Participation.** I freely and voluntarily choose to participate in and travel in accordance with the Program. I have been informed and am knowledgeable of the risks associated with participating in the Program and engaging in international travel, and freely accept all the risks associated with the Program.
9. **Release of Liability and Covenant Not to Sue.** I understand that, although Mid-State has made every reasonable effort to assure my safety while participating in the Program, there are unavoidable risks in international travel. For and in consideration of the opportunity to participate in the Program involving travel and study outside the United States of America, I, being of lawful age and under no legal disability, on my own behalf, as well as on behalf of my spouse (if applicable), heirs, executors, administrators and assigns, do hereby release, absolve, discharge, and agree to hold harmless the Released Parties from any liability, cause of action, demand for damages, expenses, compensation and claims on account of, related to, or in any way arising out of personal injury, death, property damage, loss, or incident of any kind which may result from my participation in the Program, howsoever the injury, damage, or loss is caused, including whether by the negligence or omission of the Released Parties.

I further expressly waive my right to bring a legal action of any kind for any of the claims released. I also agree to indemnify and hold Mid-State harmless from the payment of any and all judgments settlements, costs, disbursements and attorney fees that are associated with Mid-State having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of my participation in the Program including, but not limited to, claims for breach of contract, negligence, strict liability or otherwise.

This Release and Waiver does not absolve a Released Party from any claims, damages, or liabilities that are caused by the intentional or reckless conduct of that Released Party.

10. **Assumption of Risk.** I realize that travel and study outside the United States of America involves risk of personal injury, illness, death, and/or property damage. I specifically acknowledge that the risks include, but are not limited to, motor vehicle collisions and plane crashes; natural disasters, such as earthquakes and floods; contagious disease; animal attack; insect and animal bites; acts of civil disobedience or terrorism; criminal acts, such as assault, kidnapping and theft; injuries sustained through observation of and participation in sports and recreational activities; food-borne illness; and/or disorientation or displacement. I acknowledge that the above list is not inclusive of all possible risks associated with the Program. I assume all risks and acknowledge my personal responsibility for the consequences of the risks and all other potential hazards that may arise in connection with my travel or study abroad, which may result in injury, illness, death, damage to property, or other loss.
11. **Medical Agreement and Release.** If an emergency develops which requires immediate medical care, and during which I am limited in my ability to make decisions in the interest of my own health, safety, or welfare, I authorize representatives of the program to secure any necessary treatment, including hospitalization and/or the administration of an anesthetic and surgery. To the fullest extent permitted by law, and on behalf of myself, my spouse (if applicable), heirs, assigns, related individuals, and related entities, I hereby release, waive, absolve, discharge, and hold harmless the Released Parties from and against any and all claims, damages, or liabilities of any kind or character whatsoever, arising out of, related to, or connected with a Mid-State representative's authorization of medical treatment on my behalf, whether such claims, damages, or liabilities are caused by the partial or sole negligence of any of the Released Parties.
12. **Acceptance of Personal Liability.** I acknowledge and agree that I shall be solely responsible for any damages, costs, or liabilities incurred as a result of my own violation of the Code of Conduct, violation of the law or local statutes or ordinances, actions that cause harm to other individuals or property, or other negligent acts that incur expenses, fines, fees, or other costs
13. **Use of Photos and Testimonials.** I agree that Mid-State may use photographs taken during the education abroad experience and statements made in written program evaluations in study abroad promotional literature, websites, or posters. Mid-State reserves the right to copyright of all photos and promotional literature used by the college.
14. **Independent Travel.** I agree to exempt, absolve, release, and hold harmless Mid-State from any responsibility, liability, costs, or expenses should I engage in any independent travel during the Program (including, but not limited to, alternate airfare to/from the Program site, recreational travel before, during, or after the Program, or other activities not directly related to Program participation). I assume responsibility for my own health, safety, and responsibility for all of my luggage and valuables when undertaking in independent travel. I furthermore agree to inform the Mid-State Program lead, or other representatives of the Program, of overnight absences during the Program, and provide an itinerary of anticipated travel so that in case of emergency I may be contacted.

ACKNOWLEDGEMENTS

15. **Severability.** I agree that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of the agreement will remain in full force and effect.
16. **Choice of Law 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 Wood County Wisconsin Circuit Court and be determined by the laws of the State of Wisconsin.
17. **Complete Agreement.** This agreement represents my complete understanding with Mid-State concerning Mid-State's responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with Mid-State regarding the Program, whether written or oral, and cannot be changed or amended in any way without my written concurrence.
18. **Capacity.** I represent that I am at least eighteen years of age and legally competent to enter into this Waiver and Release of my own free will. Or, if I am not at least eighteen years of age, I have secured below the signature of my parent or guardian as well as my own. By signing this document, my parent or guardian acknowledges and assumes the foregoing disclosures, rights, responsibilities, understandings, assumptions, acknowledgements, waivers, and releases on my behalf, and they shall be binding, effective, and enforceable as applied to me and on my behalf. I, and if applicable, my parent or guardian, further 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 any advisers, counselors, or attorneys of my choice.

I have carefully read this Agreement, Code of Conduct, Release, and Waiver before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

SIGNATURES
Participant Signature:
Date:
Printed Name:
For participants in Mid-Stat's International/Study Abroad Program who are under age 18: I, _____ (name/please print) am the parent or legal guardian of the above Participant. I have read the foregoing Agreement, Code of Conduct, Release, and Waiver Form (including such parts as may subject me to personal financial responsibility), and will be legally responsible for the obligations, acts, responsibilities, assumptions, acknowledgements, waivers, and releases of the Participant as described in this Agreement, Code of Conduct, Release, and Waiver Form, and agree, for myself and for the Participant, to be bound by its terms.
Witness Signature – Printed Name of Parent or Legal Guardian if Participant in under 18:
Signature of Parent or Legal Guardian if Participant is under 18: