



WAGNER COLLEGE

INTERNATIONAL TRAVEL RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the Expand Your Horizons Program ("Program") to be held in and around _____, from _____ to _____. In consideration for being permitted by Wagner College ("COLLEGE") to participate in the Program, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with the COLLEGE policies and procedures. I further agree to abide by all the rules and requirements of the Program. I acknowledge that the COLLEGE has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or for any other reason in the COLLEGE's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program, including but not limited to the fact that the Program will be held in and around _____. I understand that travel outside the United States is considered dangerous and I accept the risks of such travel. I further understand that serious injuries could occur during my participation in the Program and that, as a Participant, I could sustain personal injuries, property damage, or even death as a consequence of my participation in the Program including, but not limited to: local transportation to and from specific activities, international travel, consumption of food, living accommodations, weather conditions, language barriers, differing social cultures, national laws, terrorism, war, insurrection, negligent first aid operations or procedures, or criminal activities. I understand that serious injuries could occur during participation in this Program and that, as a Participant, I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the COLLEGE's actions, inactions, negligence or fault, but the actions, inactions, negligence or fault of others and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I sustain by any means is my sole responsibility.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE** the COLLEGE, its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES, OR OTHERWISE, WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.**

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from [SPECIFY], local transportation to and from the [SPECIFY SITE], weather conditions,

consumption of food, living accommodations, language barriers, differing social cultures, national laws, terrorism, war, insurrection, criminal activities, negligent first aid operations or procedures of Releasees, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF RELEASEES,** and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.**

MEDICAL CONSENT: I understand and agree that Releasees do not have medical personnel available at the location(s) of the Program. In the event of any medical emergency, I (initial one) do _____ do not _____ authorize and consent to any x-ray, examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the COLLEGE personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of in connection with such authorized emergency medical treatment.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of New York.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT AND INDUCEMENT. BY MY SIGNATURE, I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

Signature of Parent/Guardian

Date

I certify that I have custody of Participant or I am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent/Guardian

Date

WAGNER COLLEGE
Off-Campus Medical Report

The purpose of this form is to determine your health history and any special medical needs you may have when you study in an off-campus program either abroad or in the United States. Your faculty director will have this information should you require medical or counseling services during your off-campus term. All information provided will be treated confidentially.

First Name: _____ Last Name: _____

Student ID #: _____ Course Name: _____

Sex: F M Height: _____ Weight: _____

Are you physically disabled?..... Yes No

If yes, please explain: _____

Do you have a past history or are you currently being treated for any medical condition (including but not limited to):

	Yes	No		Yes	No
Allergy to medications (Specify medication and reaction under remarks)	<input type="checkbox"/>	<input type="checkbox"/>	Hay fever, hives, seasonal allergies	<input type="checkbox"/>	<input type="checkbox"/>
Allergic reaction to insect bites	<input type="checkbox"/>	<input type="checkbox"/>	Heart Murmur	<input type="checkbox"/>	<input type="checkbox"/>
Allergic reaction to food	<input type="checkbox"/>	<input type="checkbox"/>	Hepatitis	<input type="checkbox"/>	<input type="checkbox"/>
Asthma	<input type="checkbox"/>	<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	<input type="checkbox"/>
Colitis, Irritable Bowel or Crohn's Disease	<input type="checkbox"/>	<input type="checkbox"/>	Kidney Stones or History of kidney Stones	<input type="checkbox"/>	<input type="checkbox"/>
Concussion	<input type="checkbox"/>	<input type="checkbox"/>	Mental Health problems (Please specify under remarks)	<input type="checkbox"/>	<input type="checkbox"/>
Diabetes	<input type="checkbox"/>	<input type="checkbox"/>	Migraine headaches	<input type="checkbox"/>	<input type="checkbox"/>
Depression	<input type="checkbox"/>	<input type="checkbox"/>	Seizure Disorder	<input type="checkbox"/>	<input type="checkbox"/>
Disabling loss of vision	<input type="checkbox"/>	<input type="checkbox"/>	Do you smoke? (Please specify under remarks)	<input type="checkbox"/>	<input type="checkbox"/>
Disabling los of hearing	<input type="checkbox"/>	<input type="checkbox"/>	Thyroid or endocrine disorder (Please specify under remarks)	<input type="checkbox"/>	<input type="checkbox"/>
Drug / Alcohol use (please specify under remarks)	<input type="checkbox"/>	<input type="checkbox"/>	Anemia or other blood disorders (Please list specifics under remarks)	<input type="checkbox"/>	<input type="checkbox"/>
Eating Disorders (Please specify under remarks)	<input type="checkbox"/>	<input type="checkbox"/>			

Remarks _____

Are you taking any medications? Yes No

If yes, please state medication, dose and why the medication is taken: _____

Are you on a restricted diet (vegetarian or other)? Yes No

If yes, please explain: _____

Do you anticipate needing any health care or counseling while abroad? Yes No

If yes, please explain: _____

Is there any additional health information that would be helpful for the faculty director to be aware of during the study abroad experience? Yes No

If yes, please describe: _____

I give permission to discuss my medical history with my parents, the faculty trip leader and the administrative personnel that facilitate the EYH program.

Student Signature _____ Date _____

Medical Insurance

I certify that all responses made on this Medical Report form are true and accurate, and I will notify the administrator hereafter of any relevant changes in my health that occur prior to the start of the program. I understand that this form is for information purposes only and in no way implies that the administrator takes responsibility for my health. I have enclosed a copy of my health insurance card.

Student Signature: _____

Date: _____

WAGNER COLLEGE OFF-CAMPUS PROGRAM SEXUAL HARASSMENT POLICY

It is the policy of Wagner College that no Wagner employee or student may sexually harass any other member of the community, within or outside the workplace. Sexual harassment of any form, which interferes with another person's performance or which creates any intimidating, hostile, or offensive environment for any member of the Wagner community is strictly prohibited. Wagner further prohibits retaliation for filing a complaint of sexual harassment, as required by law.

Sexual harassment is an offense against Title VII of the Civil Rights Act (1964) when it affects employees of Wagner and Title IX of the Education Amendments (1972) when it affects students. These laws list three (3) criteria for determining whether unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute unlawful sexual harassment:

1. Submission to the conduct is made either an explicit or implicit condition of employment or academic success.
2. Submission to or rejection of the conduct is the basis for either academic decisions affecting the individual student, or decisions affecting pay, benefits or advancement opportunities or the lack thereof, or continued employment or termination of the individual employee.
3. The conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive employment, educational, or living environment.

If a complaint of sexual harassment is made, every effort will be made to resolve the situation, and appropriate action will be taken. Any conduct of a sexual nature (including verbal conduct) that is offensive to students or employees of Wagner must be avoided. Sexual harassment may also arise from other forms of conduct, such as unwanted demonstrations of affection (hugging, kissing, etc.), unwanted touching, sexual gestures, "off-color" jokes, or suggestive remarks about appearance or grooming. What might seem normal "banter" or "fun" to some could be deeply offensive to others. In any instance of substantiated sexual harassment, Wagner will take appropriate corrective action. Depending upon the severity of the conduct and prior history, such action may range from counseling to termination of Wagner's relationship with the offending individual.

The following is a partial list of behaviors that may constitute sexual harassment:

1. Unwelcome sexual advances or repeated flirtations, whether or not they involve physical touching.
2. Offering employment or educational benefits in return for sexual favors.
3. Making or threatening reprisals after negative responses to sexual advances.

4. Unwelcome whistling, staring, or leering at another person
5. Verbal conduct that includes using derogatory comments, epithets and/or slurs of a sexual nature.
6. Unwelcome sexual jokes.
7. Nonconsensual, intentional physical contact of a sexual nature, which includes unwelcome physical contact with another person's genitals, buttocks and/or breasts. Lack of consent may be inferred by physical intimidation, coercion, force or advantage gained by the alleged victim's mental and/or physical incapacity, of which the perpetrator was or should have been aware.
8. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, and/or suggestive or obscene letters, notes, or invitations.
9. Displaying sexually suggestive objects, pictures, or cartoons.
10. Conduct or remarks that are sexually suggestive or that demean or show hostility to a person because of the person's gender or sexual orientation including: jokes, pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, negative stereotyping, threats, and/or blocking of physical movement.
11. Any violation of New York State or City law, or Federal Law, relating to sexual misconduct.

Sexual harassment may occur between a student and another student, a student toward a faculty/staff member, a faculty/staff member toward a student, or a faculty/staff member toward another faculty/staff member.

Wagner College's regulations and the laws of New York State or City and the United States of America operate independently of one another and do not substitute for each other. Wagner College may pursue enforcement of its own college regulations whether or not legal proceedings are initiated. Further, this policy is meant to supplement, and not substitute for, the sexual harassment policy set forth in the Wagner Student Handbook.

Internal procedures are in place to respond promptly to complaints by a student or faculty/staff member who believes s/he has been subjected to sexual harassment. The offended student or staff member is encouraged, but not required, to promptly tell the person that such conduct is not welcome, is contrary to Wagner policy, and violates United States and New York law.

Formal complaints of sexual harassment by an affected party should be made to Wagner's Dean of Campus Life or Director of Public Safety. A full investigation of any such complaints will follow in a fair and expeditious manner. Accused parties will be provided with a full opportunity to explain or defend their actions. Sanctions against anyone who is found to have violated the Policy will be strictly enforced.

Any deliberately false sexual harassment accusations put forward by any member of the Wagner community will be subject to administrative review and appropriate sanctions.

I have read and understand the terms of this Wagner College Off-Campus Program Sexual Harassment Policy.

Acknowledged:

Print Name:

Date:

WAGNER COLLEGE
Behavior Code for Off-Campus Programs

I, _____ (name of student), state that I will comply with all rules and regulations of Wagner College, the faculty director, and any coordinating organization.

In addition, I will:

- a) not buy, sell, or use drugs at any time;
- b) not engage in any use of alcohol whatsoever if I am below legal drinking age in the United States, and otherwise not engage in abuse of alcohol.
- c) not engage in disruptive behavior;
- d) participate in all classes and scheduled activities unless ill; and
- e) abide by dress and cultural codes suitable in the countries visited.

In all off-campus programs, students are subject to the rules of conduct of Wagner College and there is no appeal of discipline occurring in connection with an off-campus program. At the faculty director's discretion, you will not face further disciplinary action when you return.

If you do not comply with the Wagner College Behavior Code while participating in an Off-Campus program, arrangements will be made for your early departure. Your parents or guardians will be notified by the faculty/administrator to expect your early return.

I have read and understand this statement.

Student signature