

## PARTICIPATION AGREEMENT

### INSTRUCTIONS: Read all sides of this document thoroughly and sign the Intent to Participate Form.

As a full-time student participant in a James Madison University program, you are agreeing to the following conditions established by the Center for Global Engagement, which includes Program Directors, Faculty Members in Residence, Program Coordinators, staff and administrators of the University, generally referred to in this document as "the official representatives of JMU":

- University Policies:** I understand the rules governing student responsibility and behavior as stated in the James Madison University Student Handbook, including the Honor Code, Judicial System Policies, and CGE Student Handbooks are in effect for the duration of the program. I am responsible for adhering to established policies, heeding verbal and written announcements, and exhibiting reasonable and acceptable behavior which shows genuine concern for the social patterns of the host culture as well as my personal integrity at scheduled events and on excursions.
- Program Orientation:** I am responsible for attending required pre-departure and on-site orientation meetings, for submitting all forms and identification materials by the specified due date(s), for following instructions for course registration, and for complying with requests related to my enrollment. Failure to do any of the above may result in my removal from the program.
- Payment of Fees:** I accept the responsibility for coordinating timely payment for tuition and associated program fees and for following university procedures for financial aid and scholarships disbursement. I am responsible for making payment of all remaining account balances by the fee deadline or prior to the start of the program, whichever comes first, and I am responsible for all late fees and/or costs for collection of fees in accordance with standard University procedures. Non-payment of fees will jeopardize a student's continuing participation in the program and may result in withdrawal or dismissal.
- Costs Related to Withdrawal, Dismissal and/or Absence:** I shall be solely responsible for any and all costs arising out of my voluntary or involuntary withdrawal or dismissal from the program prior to its completion, including withdrawal for reasons of health, family emergency, illegal drug or alcohol use or abuse, legal detention, etc., or disciplinary action by official representative(s) of the University. Costs incurred on my behalf include, but are not limited to, moneys advanced on my behalf for non-refundable deposits at other institutions, legal documents, special fees, and housing contracts. If I withdraw, depart, or am dismissed from a program for any reason prior to its formal completion, I will not be eligible for any academic credits, and further I understand that the fees charged for the program pay for the trip as a whole, and that I cannot be refunded for parts of it that I miss due to absence, withdrawal and/or dismissal. If I withdraw within 45 days prior to the official start date of the program, I will be responsible for half (50%) of the program fee. If I withdraw 30 days prior to the official start date of the program, I will be responsible for the full program fee. Cancellation or withdrawal after the program has started will result in the forfeiture of all fees.
- Travel to Program Site:** I am responsible for securing travel arrangements that will allow timely arrival to the program site for on-site orientation and for notifying JMU CGE of my itinerary and transportation methods. I am responsible for investigating and applying for appropriate documentation, e.g. passport, visa, health certificate, financial statement. I understand that the CGE strongly recommends that I purchase trip cancellation insurance as protection against the possible cancellation of a program due to low enrollment, world events, and any other unforeseen events. I further understand that I should check with the individual program director before purchasing an airline ticket. If I should purchase an airline ticket without the approval of the program director, I understand that JMU will not be held liable for the price of the ticket or any fees associated with changing the ticket, should the program be cancelled for any reason.
- Course Load:** I will comply with the program's course requirement to enroll in the required minimum number of credit hours.
- Attendance:** I acknowledge that attendance is mandatory at all classes and course-related outings and excursions except in cases of illness and/or emergencies beyond my control. Visits by family and friends are not reasons for an excused absence from class. With the exception of personal and family emergencies where the student and the official representative has made appropriate arrangements, students must remain in the program abroad for its entire duration in order to receive credit. There is no provision for making up a missed examination for any reason.
- Free time:** I am responsible for travel, lodging, and meals during designated free times within the inclusive program dates, during periods of

independent activity, and before or after the program.

9. **Dismissal:** I understand that the official representative(s) of JMU has the right to dismiss me from the program at any time if: a) my conduct violates established rules of behavior; b) I violate laws, rules and regulations of my host country, community, institution or program; or c) the official representative(s) has reasonable cause to believe that my continued presence in the program constitutes a danger to the health or safety of persons, including myself, or property, threatens the future viability of the program, or brings the program into disrepute or its participants into legal jeopardy. I understand that a decision made to dismiss me from the program will be final; that separation from the program will result in the loss of all academic credit and terminate my status as a program participant; and I will not be entitled to any refunds and will remain responsible for costs incurred on my behalf. I understand that once dismissed I will not be allowed to remain in program facilities (such as housing) nor participate in any program group activities.
10. **Alcohol:** I understand that JMU prohibits the illegal or otherwise irresponsible use of alcohol by students and that it is my responsibility to know the risks associated with alcohol use and abuse. Because I will be studying and traveling in countries where the legal age for alcohol consumption and/or rules regarding the consumption of alcohol are different than in the United States, I accept the responsibility to know relevant country and local laws concerning the possession, use, and abuse of alcohol. If I am of legal age and choose to consume alcohol while abroad, I will be expected to drink and behave responsibly. The illegal or excessive consumption of alcohol or misconduct due to alcohol consumption will not be tolerated and will result in disciplinary action, including dismissal from the program and campus judiciary proceedings against me through the JMU Office of Student Accountability and Restorative Practices.
11. **Drugs:** Illegal drugs in any form are not tolerated. Possession or use of illegal drugs is punishable by fine, imprisonment, and/or deportation. Student participants found using or possessing illegal drugs in any form are subject to immediate dismissal from the program and campus judiciary proceedings through the JMU Office of Student Accountability and Restorative Practices.
12. **Health Care and Emergencies:** I am responsible for my own health care, conduct, financial integrity and travel plans related to the program. In the event of serious illness, accident, or emergency, my designated emergency contact(s), as indicated on

the Health and Emergency Treatment Authorization Form, may be notified. I also authorize any official representative(s) of the program to secure medical treatment on my behalf, including surgery and the administration of an anesthetic and to provide any health information as appropriate.

13. **Health insurance:** I hereby certify that I am covered with health insurance which I have determined to be adequate and satisfactory for any injury or illness that might befall me while I am participating in a JMU study abroad program. I acknowledge that JMU and its representatives have not made any representations to me concerning the adequacy of my health insurance, and I further accept that it is my sole responsibility to ensure that my health insurance coverage is adequate for my needs.
14. **Disability Accommodations:** I accept the responsibility for registering with the JMU Office of Disability Services to determine eligibility for services and accommodations related to disabilities, if appropriate; and further, I understand that an Access Plan outlining my accommodations should be submitted to the CGE at least sixty (60) days before the program commencement date in order to assess and determine the ability of the university to provide a reasonable accommodation.
15. **Operating Motor Vehicles:** I understand that JMU strongly discourages students owning or operating vehicles during the study abroad term. Traffic congestion and different traffic laws and regulations, civil and criminal, can make driving motor vehicles in foreign countries extremely hazardous. Insurance requirements, or other financial responsibility laws, vary from country to country. If, however, I choose to operate a motor vehicle while abroad, I recognize that JMU assumes no financial responsibility for care or legal aid in the event of an accident while operating a motor vehicle.
16. **Personal Responsibility:** Although JMU is sponsoring this program, I understand that neither JMU nor any of the directors, instructors, or travel arrangers will be supervising me at all times. I will have the opportunity and the right to independently leave the group periodically, subject to the requirements for participation in and attendance at classes and other activities that are a required part of the Program. Therefore, I will be responsible for my own safety and cannot hold JMU liable for any injuries to my person or property or any other losses as a result of my participation in the program.
17. **Third-party Liability:** I understand that JMU does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services

involved in the Program. I understand that JMU is not responsible for matters that are beyond its control, and I hereby release the University from any injury, loss, damage, accident, delay, or expense arising from any such matters.

18. **Assumption of Risk:** I understand that my participation in the program will subject me to greater risks to myself and my property than if I were to remain in the United States. I acknowledge that JMU has attempted to inform me of the nature of those risks and to advise me how to minimize those risks. I expect that JMU will continue to endeavor to use good faith efforts to keep me informed of material developments that would affect those risks, but I agree that I am the one responsible for my safety and the safekeeping of my property. Accordingly, I agree to hold harmless and release the Commonwealth of Virginia, JMU, and their respective agents and employees (including, but not limited to the faculty member in residence, program director/coordinator, and personnel of JMU's CGE from any liability whatsoever for injury, illness, death or loss or damage to property which may occur in connection with my participation in this program except for such injury, damage, or death that is caused by the gross negligence or willful misconduct of the University, and I agree not to make any claim or to commence any litigation or other proceeding against any of the foregoing.