



## OFF-CAMPUS STUDY CONTRACT

Name of Student: \_\_\_\_\_ ID# \_\_\_\_\_

Date of Birth: \_\_\_\_\_  
(Parent or legal guardian must sign this contract if student is under 18)

Program: \_\_\_\_\_

The Student named above agrees as follows:

- I. Academic Conditions.** Credit-bearing off-campus programs approved by Messiah College are not travel tours. While travel during free time can be quite educational in itself, the College does not grant academic credit for travel. Off-campus study programs are strictly academic in nature, and students must expect to invest at least the same amount of time and effort that would be required for courses at a comparable level on the Grantham campus. Travel on weekends and holidays must not conflict with scheduled lectures or classes. Students are responsible for making travel plans which will permit them to attend all regularly scheduled class activities and field trips.
- A. Application Process.** I am aware that College officials consider a variety of academic, health, behavioral, financial and safety issues in evaluating the appropriateness of an individual's participation in an off-campus study program, and that the College reserves the right to decline any application. I authorize the release of all of my academic and disciplinary records to the person designated by Messiah College to be responsible for the program for which I am applying.
- B. Course Registration.** I have complied with College requirements to register for all off-campus credits through the Registrar's Office prior to leaving the Grantham campus. I have deposited my Off-Campus Study Course Approval Form containing the requisite signatures with the Registrar's Office.
- C. Program Participation.** I understand that students enrolled in off-campus study programs are required to attend all scheduled classes, lectures, activities and field trips. This also includes mandatory attendance at predeparture orientation sessions provided by Messiah College.
- D. Grades.** I am aware that I will receive letter grades for credit-bearing off-campus work earned through Messiah's approved programs. All of Messiah's official pass/fail (P/F) policies apply while I am off-campus. Courses taken through an approved off-campus study program, along with their corollary grades, will be reported on my Messiah College transcript and are calculated into my cumulative grade point average.
- II. Assumption of Risk and Waiver of Liability.** This portion of the Off-Campus Study Contract involves a release of certain legal rights. Be sure to read and understand it before signing.
- A. Risks of Off-Campus Study.** I understand that participation in the Messiah College-approved program specified above (the "Program") involves risks not found in study at the College. These include risks involved in traveling to and from Messiah College, and local medical and weather conditions (i.e., mosquitoes, hurricanes, etc.). I have made my own investigation and am willing to accept these risks.
- B. Institutional Arrangements.** I understand that the College 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 the College has exercised its best efforts in regard to these matters, but that it is not responsible for occurrences that are beyond its control. I release the College from liability for any injury, loss (including loss of luggage or other personal property), damage, accident, delay or expense arising out of any such matters.
- C. Independent Activity.** I understand that the College is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any College-supervised activities.
- D. Health and Safety.**
1. I have consulted with a medical doctor with regard to my person medical needs. I have provided the College with all medical data and any other personal information necessary for a safe and healthy off-campus experience. There are no physical or mental health-related reasons, problems, or special dietary requirements or restrictions which preclude or restrict my participation in this Program.
  2. I am aware of all applicable personal medical needs. I have secured health insurance coverage to meet any and all needs for payment of medical costs (including those incurred outside the United States) while I participate in the Program. I recognize that, while the College will use its best efforts to see that I receive adequate medical care while in this Program, I assume all risk and responsibility for my medical or medication needs and the cost thereof. If I

require medical treatment or hospital care in a foreign country or in the United States during the Program, I authorize the College to secure any necessary care deemed appropriate. I am aware that a separate Medical Authorization and Release must be signed prior to participation in the Program.

3. The College (including the faculty member or other person responsible for leading the trip or supervising the Program, acting in his/her own absolute discretion) may take any actions considered to be warranted under the circumstances to protect my health, safety, or welfare or the health, safety, or welfare of others participating in the Program. These actions may include my removal from the Program or the removal of other Program participants. If I am removed from the Program, I understand that I will be sent home at my own expense with no refund of fees. I agree to communicate any health, safety, or welfare concerns promptly to Program staff.

4. **Information for students with disabilities who may require accommodation:**

The College does not discriminate on the basis of disability in admissions for study abroad programs. Messiah College makes reasonable accommodations for students with disabilities who are otherwise qualified to participate in its activities and programs. However, the Americans with Disabilities Act mandating equal access for individuals with disabilities, does not govern accessibility standards in other countries. While the College will try to arrange reasonable accommodations for students with disabilities, the College is not responsible for assuring accessibility in international locations and cannot guarantee that accommodations will be available. Students with disabilities must understand that some international experiences may not be appropriate for them.

In order to address this concern, College policy requires students to self-identify at the time of acceptance for participation in an international experience. These students must notify the Office of Disability Services of their acceptance into the program and of their need for accommodations. The Director of Disability Services will then help the student fill out an Accommodation Request Form and the Accommodations Consent Form that must be provided to the EpiCenter. The Director of Disability Services may also require the student participate in a collaborative meeting consisting of a representative from Disability Services, the sponsoring faculty and program representative to explore accommodations to the extent reasonably practicable. Failing to timely notify the Office of Disability Services of your needs in a timely manner may result in an inability to accommodate.

**E. Standards of Conduct.**

1. I understand that each state has its own laws and each hosting institution has its own rules of conduct. I recognize that behavior which violates those laws or standards could harm the College's relations with the hosting institution (or Program), as well as my own health and safety. I am aware that if I violate laws, I may place myself in legal jeopardy. I will become informed of and will abide by all such laws and regulations while I travel during the Program.
2. I also will comply with the College's rules, standards, and instructions for student behavior. I waive and release all claims against the College that arise at a time when I am not under the direct supervision of the College or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions.
3. I agree that the College has the right to enforce the standards of conduct described above in its sole judgment, and that it may impose sanctions up to and including removal from the Program for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of the College, the Program, or other participants at any time prior to or during participation in the Program. I recognize that, due to the circumstances of the Program, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the College do not apply. If I am removed from the Program, either before or during participation, I understand that I will be sent home at my own expense with no refund of fees.
4. I agree that I will not operate a motor vehicle of any kind while participating in the Program. I further agree that I will not engage in any of the following activities while participating in the Program (unless required by the Program and supervised by a certified instructor): scuba diving, skiing, mountain climbing, sky-diving, hang gliding, glider flying, parasailing, white water rafting, zip-lining, piloting an aircraft, bungee jumping, and any other like activity normally considered to be ultra-hazardous or regarded as an "extreme sport."
5. I will attend to any legal problems I encounter with any local, state, or federal officials at my own expense. I understand that, while the College will use its best efforts to assist me, it is not responsible for providing me with legal representation.
6. I understand that during time designated for independent travel before, during or after the Program, I may have the option to travel at my own expense. I agree to inform a representative of the Program of my travel plans, understand that the College is not responsible for me while I am engaged in independent travel, and understand that any such travel is at my sole risk and expense.

- F. Program Changes.** The College has the right to cancel the Program at any time prior to departure, in which case all moneys paid will be refunded in full. It also reserves the right to cancel a Program in progress and to require all participants to return to Messiah College if it determines that conditions pose a heightened potential risk of danger to students. I understand that the College may alter the Program's itinerary, travel arrangements, or accommodations due to

emergency or changed conditions, and agree to be responsible for additional costs. I understand that the College's fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If I leave or am removed from the Program, I will receive no refund of fees already paid. Understanding that the College will make every reasonable effort to minimize the effect of same, I accept all responsibility for loss or additional expenses due to transportation delays, necessary Program changes, sickness, weather, strikes, or other unforeseen causes. If I become separated from the Program group or fail to meet a departure bus, airplane, or train, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

- G. Assumption of Risk and Release of Claims.** Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representatives, to assume all the risks and responsibilities involved in my participation in the Program. I release and agree to indemnify Messiah College, its officers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods of travel).

**I have read this Off-Campus Study Contract carefully before signing it, and agree that it contains my entire agreement with Messiah College as to my participation in the Program.** This agreement shall become effective only upon acceptance by the College of my application for the Program, and shall be governed by the laws of the Commonwealth of Pennsylvania.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

I am the parent or legal guardian of the Student, have read the foregoing Off-Campus Study Contract, am and will be legally responsible for the obligations and acts of the Student, and agree for myself and the Student to be bound by the terms of this Contract.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

*rev 09/29/11*