

## UNIVERSITY OF NEW ORLEANS (UNO) STUDENT AGREEMENT AND LIABILITY WAIVER FOR INTERNATIONAL PROGRAMS

I understand and agree that this agreement shall constitute a binding contract between the undersigned and “UNO”. “UNO” is defined to include the University of New Orleans, its trustees, officers, employees and affiliates.

1. UNO does not own or operate any entity which is to or does provide goods or services for my program (except that it employs program administrators and staff), including, for example, arrangements for or ownership or control over houses, apartments or other lodging facilities, classrooms or study facilities, airline, vessel, bus or other transportation companies, local ground operators, visa processing services, providers or organizers of optional excursions, food service or entertainment providers, host universities and institutions, etc. All such persons and entities are independent contractors. As a result, UNO is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, UNO is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of government, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or mechanical problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, insects or pests, sanitation problems, food poisoning, epidemics or the threat thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of UNO.

2. In the event any part of this “UNO Student Agreement and Liability Waiver for International Programs” is found to be legally void or unenforceable, then such part will be stricken but the rest of this document will be given full force and effect.

3. Forum for Dispute Resolution: I agree that any dispute or claim which refers or relates to this contract, any literature related to the Program, or the Program itself, shall be litigated solely and exclusively in and for courts in New Orleans, Louisiana, subject to substantive and procedural Louisiana law, and for this limited purpose, the parties agree to exclusive venue and personal jurisdiction therein.

4. I have carefully read this document and all of the UNO policies and forms, printed materials, websites and other descriptive materials provided by UNO relating to my participation in the program, including the *UNO Program Terms and Conditions* and the *UNO Division of International Education Acknowledgement and Consent Regarding Protection of Personal Data for Students Traveling Abroad in EU Countries* provided below. I understand all of the contents of all such documents. I understand and agree to comply with all aforementioned policies, and terms, and I understand that these materials constitute a binding contract between myself and UNO.

**With submission of this application and my electronic signature, I hereby consent to the terms and conditions herein.**

## UNIVERSITY OF NEW ORLEANS (UNO) PROGRAM PARTICIPANT TERMS AND CONDITIONS

I agree to adhere to all of the below described Terms and Conditions. Any violation of any of these rules will be subject to disciplinary sanctions up to and including dismissal from the program.

1. I certify that I do not have any physical or mental condition which will create a danger or hazard for me, other participants, hosts in the program or any third party.

2. I understand that I am solely responsible for my pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. I understand that UNO requires the accurate completion of an electronic Report of Medical History. I understand I am solely responsible for my medical, psychological and physical condition during the duration of my program with UNO. Should any medical, psychological or physical problems arise during the course of my program with UNO, I am solely responsible for any and all care that I may need. I understand and agree that I am also solely responsible for paying for the costs and expenses of any such care. I also understand that failure to follow any instructions or recommendation from any such providers, or to refuse medical evaluation or treatment when recommended by medical professionals, is grounds for my immediate dismissal from the program.

3. I understand that I am obligated to comply with local laws and customs while traveling abroad. Many such local laws and customs may be substantially different from those in my home country. I recognize that my conduct can have an effect on the educational and other benefits intended by the program for other participants, hosts and myself. I agree to adhere to the UNO Student Handbook, Policies and Code of Conduct as posted on the UNO website, as well as rules and policies specific to any study abroad program, and to conduct myself in a manner that will support mutually beneficial interaction with other participants and hosts. I understand that conduct considered unacceptable to UNO includes, but is not limited to, misrepresentation of identity, disobeying academic policies including plagiarism, loud and/or abusive behavior toward others, sexual harassment, criminal conduct of any kind, use of drugs other than prescribed drugs for legal medicinal purposes, excessive use of alcoholic beverages and/or unwillingness to cooperate with other members of the program, hosts and program management. Such conduct as well as any other conduct which in the sole discretion of UNO may be damaging to the program, other participants, working relations with governments, suppliers and educational institutions with whom UNO contracts/cooperates, may lead to dismissal of participant from the program. Dismissal of participant by UNO will not reduce the obligation of the undersigned for payment of full program costs. Furthermore, I also understand that, if I fall into legal problems with any foreign nationals or government jurisdictions of the country I am visiting, I will attend to these matters personally and with my own personal funds. UNO cannot provide legal counsel in such circumstances.

4. I understand that I am solely responsible for any and all expenses and costs incurred by me before, during and after the program. Under no circumstances will UNO be responsible for any of my expenses incurred in preparing for the program. Said expenses include, but are not limited to, advance purchase air tickets or other transportation services, course or book fees, equipment, visa fees, passport fees, medical expenses, or any other expense incurred by me in preparation for the program.

5. Whether or not UNO causes to be secured my visa or other required travel documents, UNO is not responsible for any failure of any country and for any reason to issue a visa or other necessary travel document or to issue same in a timely manner or for any failure to allow entry.

6. I understand that I am solely responsible for all independent student travel throughout the duration of the UNO program. I am responsible for reading all current public updates (U.S. State Department, World Health Organization, Centers for Disease Control and Prevention, etc.) about the health and safety situation in areas of, or in the country or countries to which I will travel. I understand UNO strongly discourages independent student travel to destinations with a State Department Advisory Level 3 or 4 and that UNO can forbid any travel to certain destinations. I confirm that my travel plans are and will remain in conformity with my home school policies. I understand that UNO may be unable to intervene or assist on my behalf once I have left the program site. In certain locations, I understand that UNO may not be able to render any assistance whatsoever. I understand that all independent student travel must be done at a time that does not conflict with the academic program or any required UNO program activities. I understand that I must follow any specific travel guidelines set by UNO staff.

7. I understand that local driving laws and practices are unlike those in the U.S. UNO strongly discourages students from driving, renting, leasing or owning a motor vehicle while participating on the program. I understand UNO will not assist students with any personal motor vehicle-related issues, including problems resulting from the use of vehicles or accidents before, during, or after the program. I understand that if I own / lease / rent / drive that I do so at my own risk.

8. Demonstrations, Rallies and Protests: Demonstrations, rallies, protests and the like are reasonably frequent in many countries. UNO participants should not actively participate in any such events. In all cases observation of and/or attendance at or near any such events, whether or not subject to a UNO warning or directive entails risk of physical injury, death and/or loss of property. As a result, any such observation, attendance or participation is solely at participant's own risk. I agree to hold UNO harmless from any liability as a result of my attendance at or near or participation in any such event. In addition, I understand that UNO can impose disciplinary sanctions if I engage in such activity after being instructed not to attend or be in the vicinity thereof.

9. UNO reserves the right to make changes in the program's itinerary sequence, as well as other changes, including, but not limited to, substitutions of or changes in courses, excursions, activities, lectures, site visits and topics listed currently in printed materials or on the UNO website. Any and all such changes are without liability on the part of UNO.

10. I understand that UNO will distribute my name, address, email address and telephone number to other program participants, faculty, staff, receiving and sending schools, housing facilities, the US Department of State Smart Traveler Enrollment Program (STEP), and travel insurance providers.

11. I understand that perceived or actual epidemics (such as, but not limited to, H1N1, Ebola, SARS, bird flu, or Zika) can delay, disrupt, interrupt or cancel programs. I agree to assume all risk of any such problems which could result from any such occurrences.

12. UNO retains the right, in its sole discretion, to contact participant's home or program school, parents (host and natural) and/or guardian, or any individual identified as an emergency contact with regard to health issues, account balances, conduct, or any other matter whatsoever which relates to participant or participant's program. These rights transcend any and all privacy regulations that may otherwise apply. I hereby waive my rights under the Family Educational Rights and Privacy Act (FERPA).

13. In the event of a medical emergency, UNO will attempt to cause appropriate treatment to be administered. However, it makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered.

14. I understand that travel in other nations is different from travel within the United States. Programs outside the United States can involve inconvenience and risk, including, but not limited to, forces of nature, geographic and climatic conditions, different hygienic standards, infrastructure problems (including road maintenance, transportation delays and accommodation conditions), civil unrest, vandalism, crime, political instability and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a program and, if available, may not be equal to standards in participant's home country. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the UNO program and to release UNO from any and all liabilities to the maximum extent permitted by law. If this form is also signed by a parent or legal guardian, that parent or guardian is making a similar release.

15. I understand that perceived or actual events (such as, but not limited to, political turmoil / unrest, economic collapse, environmental issues, natural disasters, pandemics, epidemics, university strikes, terrorist events, governmental travel warnings, and many other events outside of UNO's control) can delay, disrupt, interrupt or cancel programs. I agree to hold harmless UNO from any such actual or perceived events.

16. UNO, in its sole discretion, can approve or disapprove of any participant's change of housing including, but not limited to, participant opting out of UNO provided housing. If UNO agrees to allow participant to choose his or her own housing, participant agrees that UNO is not responsible for any problems which result therefrom.

17. UNO-arranged housing for participant's program will be available only while participant is actively engaged in the program. If a participant withdraws from the program or is removed from the program for any reason whatsoever, that housing ceases immediately with no right of refund. In addition, any violation of program rules or residential rules may result in eviction from arranged housing and/or expulsion from the program.

18. UNO reserves the right to decline to accept, dismiss, or retain any person as a participant in any program at any time before or during the program if participant has failed to comply with any provision(s) of this contract, if the person's continued participation or presence in the program, in UNO's view, constitutes a risk to that person's health or to the enjoyment of or integrity of the program for others, or for any other reason whatsoever.

19. UNO reserves the right to take photographic or film records of any program, and to use and/or disseminate them while on the program. I understand that UNO may use such records for promotional and/or commercial purposes without limitation, payment of any fees and without liability.

20. If by my acts or omissions I cause or threaten to cause damage of any kind whatsoever to third parties, I accept full responsibility therefore. Further, in the event of such damage or loss, I agree to indemnify and hold UNO harmless from any and all actions taken by third parties for said damages or loss.

21. All program applications are subject to acceptance by the University of New Orleans in New Orleans, Louisiana, U.S.A.

UNIVERSITY OF NEW ORLEANS DIVISION OF INTERNATIONAL EDUCATION  
ACKNOWLEDGMENT AND CONSENT REGARDING PROTECTION OF PERSONAL DATA  
FOR STUDENTS TRAVELING ABROAD IN EU COUNTRIES

**Overview:** This Acknowledgment and Consent form is collected in conjunction with the UNO Division of International Education (UNO DoIE) Study Abroad Application, Student Agreement and Liability Waiver for International Programs, Report of Medical History and Emergency Contact Information, and the Passport Information you have submitted or will submit, as part of your participation in a study abroad program, (whether for credit or not). You will be staying in a country subject to the General Data Protection Regulation (GDPR) (Article 13 of Regulation (EU) 2016/679 of the European Parliament and the Council of Europe), which provides certain protections and rights with respect to your personal data. This data, which you have provided or will provide to the UNO DoIE, is necessary in order for UNO DoIE to provide the services, planning and coordination required for this program, as well as to comply with obligations imposed by law.

**General Principles:** The personal data you have provided or will provide to UNO DoIE or to third parties acting on UNO DoIE's behalf will be handled in accordance with our policies and the policies and principles of the GDPR applicable while you are staying in the EU. Your personal data will be processed and collected only for purposes related to your program and access will be limited to persons requiring such information in order to provide required services, including third parties acting on UNO DoIE's behalf. Your data will be kept only so long as is necessary or required by policy and law. We will maintain and process your data in a manner that assures its security and confidentiality.

**Rights:** Under GDPR, you have certain rights with respect to your personal data, including, among other rights, the right of access to your data; the right to correct inaccuracies in your data; the right to withdraw your consent; and the right to delete personal data if the collection of that data is no longer necessary to the purpose for which it was collected. (Full text of the GDPR can be found at <https://gdpr.algolia.com>)

**Data Controller:** Under GDPR, a Data Controller is the person or entity responsible for overseeing the processing of your data. For purposes of this study abroad program, the Data Controller is UNO DoIE.

**Sensitive Data:** Data concerning your physical or mental health, racial or ethnic origin, or sexual orientation will be processed only for the purposes of protecting your safety or the safety of others, providing necessary healthcare, responding to an emergency, or complying with any applicable mandatory provision of law. Sensitive data may be communicated, in compliance with the principles above, to bodies and authorities, both public and private (such as hospitals, police offices, courts, security supervisors, insurance companies), only for the purposes relating to health and safety emergencies and for the purposes of fulfilling obligations set forth by law.

**With submission of this application and my electronic signature, I hereby consent to the use of my personal data in accordance with the provisions outlined above in order for me to participate in this program.**