



UNIVERSITY OF PENNSYLVANIA  
 Penn Summer Abroad  
 College of Liberal and Professional Studies  
 3440 Market Street, Suite 100 • Philadelphia, PA 19104  
 (Tel) 215-573-7537 • (Fax) 215-573-2053

## Appendix A

# Program Agreement and Limits of Liability Waiver

I have applied for participation in the Penn Summer Abroad program (“PSA”) sponsored by the University of Pennsylvania (“Penn”) College of Liberal and Professional Studies (“LPS”) as follows:

A. Name of Student: \_\_\_\_\_

B. Program Name/Location: \_\_\_\_\_  
 (Indicate Name and location of PSA program)

C. Semester/Year of Program: \_\_\_\_\_  
 (Indicate semester and year, e.g., Summer 2017)

D. Academic Advisor/School/College/Dept.: \_\_\_\_\_

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I understand that I am obligated as a Program Participant to abide by all PSA policies, procedures, and instructions provided to me by the Program Director in charge of my PSA program indicated above.

As a Participant in PSA, I acknowledge that I have received, read, and understood the *PSA Student Handbook* and all of the policies contained therein, and agree to become familiar with its recommendations and abide by its requirements. However, I understand that as a PSA participant, I also have a continuing obligation to conform my conduct to all Penn policies applicable to me through my affiliation with Penn. If I am not a Penn student, I will be familiar with and abide by all Penn policies that apply to student behavior and understand that I will be subject to the same disciplinary rules, which include dismissal from this PSA program.

As a participant in PSA, I understand that Penn, LPS, PSA, the PSA Directors, PSA representatives or agents, travel arrangers, and others cannot and will not provide me with full-time supervision while I am a participant in PSA. I acknowledge that my ability to travel during the program is subject to the PSA Director’s requirements for participation and attendance at classes and other activities and policies identified as required for PSA. Further, whenever I elect to leave the PSA group, I know that I must assume full and complete responsibility for my own supervision, behavior, and any results related to all known and unknown risks.

As a PSA Participant I further agree that:

1. I will assume full responsibility for my personal care and safety throughout my participation.
2. If I decide to leave the PSA program before completing my course of study, I will provide PSA and the Program Director or Faculty Member in charge with advance written notice of my intention to leave the program and the applicable effective date. If I leave the program prior to its scheduled completion, Penn, LPS, and PSA will have no responsibility or liability related to providing or arranging transportation, housing, dining or any other services related to my early departure.



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3. I understand that the circumstances of living and studying abroad may require a standard of behavior and dress that differs from that of my current lifestyle. In recognition of that fact, I acknowledge my willingness to make a reasonable effort to understand and conform to the standards and expectations of my hosts.
4. I understand that it is important to the success of the program and the continuance of future programs that participants observe standards of conduct that will not compromise Penn and the PSA program in the eyes of individuals and organizations that PSA depends upon. Therefore, I agree to comply with all rules and regulations established by PSA, Penn, LPS, the program director, or any of their designees. Further, I understand and agree that it is within the discretion of the PSA program director to determine that a violation of any such rule and regulation has occurred and that the violation warrants disciplinary action up to and including my termination from the program. In the event I am terminated from the program, I agree that I will be sent home at my own expense. LPS, Penn and PSA shall bear no responsibility or liability for any losses or claims incurred by me in connection with the termination of my participation in the program. If I decide to remain in the foreign country after receiving notice of my termination from the program, I understand that I will be required to bear full responsibility and all liability for my own care and safety and that I must release Penn, LPS, and PSA from any responsibility or liability.
5. I understand that students found in violation of the following PSA program rules will be disciplined up to, and including, dismissal from the program:
  - Students are expected to attend classes and to meet academic obligations responsibly.
  - Students will read and abide by all academic policies, calendars, rules and responsibilities set forth by the University. Please refer to the Pennbook at: <http://provost.upenn.edu/policies/pennbook>
  - Students are expected to abide by all applicable federal, state, and city laws.
  - Students are expected to observe the laws of the country in which they study.
  - Dealing, consuming, and possessing illegal drugs is prohibited and is grounds for immediate dismissal, as is possession or use of firearms.
  - Abusive use of alcohol (as defined by the [PennBook](#)) is prohibited.
  - Students are expected to treat each person with respect and courtesy. Abusive language, hazing, threatening behavior, and harassing conduct are strictly forbidden.
  - Students are expected to be sensitive to the cultural differences and to social customs of the country in which they study.
  - Students are expected to respect others' property and act responsibly. Students are responsible for any damage that they cause to any property while in the program.
6. I understand that LPS reserves the right to make cancellations, changes or substitutions to the program in cases of emergency or changed conditions or in the general interest of the PSA program either prior to the start or during the program. LPS may determine that circumstances within a foreign country require the cancellation of the PSA program within that country. LPS will provide me with as much advance notice as reasonable under the circumstances of any intention to cancel the program for which I have applied. I also understand that LPS, Penn and PSA shall bear no responsibility or liability for any losses or claims incurred by me in connection with an early termination of the PSA program. If I decide to remain in the foreign country after a premature program termination initiated by LPS or PSA, I understand that I will be required to bear full responsibility and all liability for my own care and safety and that I must release Penn, LPS, and PSA from any responsibility or liability.



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7. I am responsible for any and all required payments, charges and fees applicable to the PSA program and my participation in it. I understand the withdrawal and refund policies of the PSA program and I agree to abide by them and pay or reimburse the program for any fees or amounts due the program in accordance with these policies.
8. I have thoroughly examined, accurately completed, and have (or will) appropriately submit the following forms and requirements to the PSA program:
  - A. Program Commitment (in online application)
  - B. \$500 non-refundable deposit
  - C. Program Agreement and Limits of Liability Waiver (this form)
  - D. Penn Abroad Health Form (Student Self-Assessment and Health Care Provider Evaluation)
  - E. Penn Global Activities Registry (to verify information and add flight itinerary)
  - F. A copy of my passport
  - G. Any additional post-decision requirements or forms requested by PSA
9. I understand that Penn, LPS, and the PSA program **cannot**:
  - Guarantee or assure the safety of participants or eliminate all known or unknown risks from the PSA Program experience for me;
  - Monitor or control all of the personal decisions, choices, and activities of individual participants including me;
  - Prevent participants, including me, from engaging in illegal, dangerous, or unwise activities;
  - Assure that U.S. standards of due process apply in overseas legal proceedings or provide or pay for legal representation for participants including me;
  - Assume responsibility for the actions of persons not employed or otherwise engaged by LPS or the PSA program, for events that are not part of the program, or that are beyond the control of LPS, the PSA program and any subcontractors for situations that may arise because a participant, including me, fails to disclose important and pertinent information (including medical and psychiatric information); and furthermore LPS and the PSA program cannot assure that U.S. or home-country cultural values or norms will apply to circumstances and situations that occur during my visit to the host country.
10. I understand that during the PSA program I have emergency medical and accident assistance through Penn's group policy with International SOS. However, this is not intended to be a substitute for my required comprehensive policy.

I fully understand and agree that I am responsible for any expenses not covered by my insurance coverage plans and policies.

11. I understand that Penn/LPS policies require each student to maintain enrollment in a comprehensive health coverage plan whether through his/her family insurance plan, an individually acquired policy, or a policy provided by the home university. **I further understand that the PSA program requires that such coverage be in place and in force throughout my participation in the program.**
12. If I live with a home stay family as part of this program, I agree to abide by all of the recommendations pertaining to home stays, safety, and student behavior in the *PSA Student Handbook*. While PSA undertakes to provide home stays that are safe and secure, I understand that PSA does not administer these facilities and cannot guarantee that private housing accommodations abroad conform to U.S.



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standards related to fire, earthquake, and flood protection, and security systems. Nor can PSA monitor the individuals who frequent such private residents. I therefore agree to hold Penn, LPS, and PSA and their employees harmless for the outcome of any problems or damages that may arise in home stay facilities.

- 13. I understand that the program director or instructors may need to withdraw or be replaced by LPS or the PSA program and that there is no guarantee that the person identified will be able to serve in the identified capacity relating to my PSA program participation.
- 14. I acknowledge and affirm that I have taken adequate time to carefully review this Agreement along with all other ancillary forms and policies referenced herein and that I understand my commitments related to participation in the PSA Program.
- 15. I understand that I am participating in this program “at my own risk” and agree to hold harmless the University of Pennsylvania, its departments and representatives for any harm or costs that may arise as a result of my own actions during my affiliation with this program.

I have carefully read and understand this agreement and have had the opportunity to ask any questions I may have about the program and the rules I am hereby agreeing to follow. I understand that if I fail to abide by any of the conditions in this agreement, I may be dismissed from the program immediately or that I may be subject to other appropriate disciplinary action.

I have read this entire Agreement and any related and referenced documents and as witness by my signature below, I agree to all terms and conditions of this Agreement made effective with the date of my signature recorded below.

\_\_\_\_\_  
(Signature of Program Applicant/Participant)

\_\_\_\_\_  
(Signature of Parent/Legal Guardian if student is under 18 years of age)

\_\_\_\_\_  
(Date of Signature)

\_\_\_\_\_  
(Date of Signature)