



ACKNOWLEDGEMENT OF RESPONSIBILITY and ASSUMPTION OF RISK FOR STUDY ABROAD PROGRAMS

(STUDENT EXCHANGE)

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ IT CAREFULLY BEFORE SIGNING IF YOU DO NOT UNDERSTAND ITS CONTENTS, PLEASE SEEK LEGAL ADVICE.

VIU refers to Vancouver Island University, located at Nanaimo, British Columbia, Canada, and includes the Board of VIU, its employees and contractors, and any others acting on its behalf.

(Name of participant) (Telephone) (VIU Student Number)

(Address)

(Host Institution) (Program dates overseas)

IN SIGNING BELOW YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND REPRESENT THAT YOU HAVE READ ITS TERMS BEFORE SIGNING.

Having completely read this agreement prior to signing it, I hereby accept placement in VIU’s Exchange program and further agree as follows (each section as you read it):

Agreement of Participation:

- I recognize that I am an ambassador of VIU and therefore expected to meet the standards of conduct as set out in **VIU’s Student Code of Conduct, Academic Code of Conduct and Learning off Campus brochure**, the content of which I have read and understood before signing: <https://international.viu.ca/education-abroad/waiver>.
- I will conduct myself in a responsible and respectful manner in both the classroom and off-campus locations in my host country. This respectful behaviour will extend to the cultures and communities in which I will travel and live.
- I acknowledge that VIU cannot be held responsible for ensuring the availability of course offerings at the Host institution, or for the disruption of my studies, for any reason beyond VIU’s immediate control.
- I will make every reasonable effort to successfully complete all work for courses in which I am enrolled in the Exchange program and will advise VIU immediately if I am unable to attend, or to continue to attend any part of the Exchange program.
- If VIU deems that I am in violation of these or any other terms of this Agreement, I understand that VIU may in its sole discretion revoke my participation in the Exchange program. I understand and accept that should my participation be revoked (a) I will forfeit all monies paid to VIU and (b) if VIU incurs any expense in returning me or my possessions to Canada, I agree to pay VIU for these expenses.

Assumption of Risks:

- I have read Foreign Affairs Canada Travel Report for the country(ies) pertinent to the Study Abroad program (<http://voyage.gc.ca> or <http://travel.gc.ca> / <http://wwwnc.cdc.gov/travel>)
- I understand I will be in unfamiliar surroundings and will be exposed to risks to my person and possessions. I understand I may suffer physical injury, sickness or death, or damage to my property as a result of my participation in the Exchange program, and that there is a possibility of violence and crime, civil unrest, homesickness and loneliness. I understand that the Exchange program involves the use of facilities and services provided by third parties and which are out of the control of VIU. I freely and voluntarily accept and assume all such risks, dangers and hazards and understand that VIU, despite its efforts, may not be able to ensure my complete safety at all times.

Assumption of Responsibility:

- I am medically fit and do not suffer any disabilities, physical limitations, or physical, emotional or psychological conditions, other than those disclosed on the program application (self-assessment form).
- I will take responsibility for obtaining vaccinations or preventative medications currently required by my physician and/or the Travel Clinic for travel into the countries pertinent to the Exchange program. I will take only those medicines, drugs or cures that I am medically permitted to take to maintain my good health and which have been lawfully prescribed for me.
- I will maintain my enrollment in B.C. medical, or equivalent, and ensure I have emergency medical insurance coverage for the duration of the Exchange program.
- I will take ultimate responsibility for any personal items I take overseas even though there may be times I entrust the care of my valuables to someone else. I will not hold VIU, its employees or agents responsible for any of my lost/damaged/stolen items. Insurance coverage for personal items is optional and solely my responsibility.
- I understand that Worker’s Compensation Board coverage does not extend to work, internship, practicum or volunteer placements done outside of B.C.**
- In the event that I suffer a loss to my person or property as a result of my participation in the Exchange program, I understand that a VIU representative will be obliged to complete an incident report for VIU’s internal purposes (the “Report”). I agree to cooperate in preparing the Report, including providing written statements if asked, and hereby waive any privacy rights in the preparation of the Report.

Liability Waiver

- I understand that in participating in the Exchange program I am assuming all risk of loss related to or associated in any way with the Exchange program.
- I release and hold harmless VIU, its employees, students and agents from any and all liability for any loss, damage, injury or expense that I or my next of kin may suffer as a result of my participation in this Exchange program, including but not limited to, accidents, acts of God, war, civil unrest, sickness, transportation, scheduling, government restrictions or regulations, and any and all expenses I may incur while participating in the Exchange program.
- I understand this agreement cannot be modified except in writing by VIU and that no oral modification or interpretation shall be effective or binding. This agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns.
- Any and all disputes related to the application or interpretation of this agreement shall be governed by the laws of the Province of British Columbia and I agree that the only appropriate forum for such a dispute is the courts of British Columbia.

I have read this document carefully and I acknowledge my responsibilities and the effect of this document.
I am 19 years of age or older.

(Signature of Participant)

(Date)

WITNESSED ON BEHALF OF VIU BY: _____

If the above-named person is not of legal age (19 years), the following must also be completed.

I, _____, parent/guardian of _____
(Name – please print) (Name – please print)

(the “Minor”) hereby, on behalf of the Minor and his/her heirs, executors, successors and assigns, agree to the terms of the foregoing Responsibility and Assumption of Risk.

(Signature)

(Relationship)

(Date)

CANCELLATION AND REFUND PROCEDURES FOR VIU EDUCATION ABROAD PROGRAMS

CANCELLATION

Study Abroad (SA) programs involve the use of services and facilities provided by third parties and may be affected by situations that are beyond the control of Vancouver Island University (VIU). For this reason, VIU reserves the right to make substitutions or change program details as required in order to deliver the program. In rare instances, VIU may have to cancel a program if:

1. Foreign Affairs Canada or the host country issues a directive for Canadians not to travel to the destination country or to leave the destination country;
2. VIU determines that it's not feasible to continue the SA program;
3. The faculty member travelling with the group and delivering the academic course(s) is unable to attend and a substitution cannot be found.

REFUND POLICY

A **deposit** is required upon application to a field school. Deposits will *only* be refunded if:

- The student is not accepted into the SA program by VIU upon application;
- The student withdraws before the application deadline;
- The SA program is cancelled by VIU.

Refund if a program is cancelled before departure

Program cancellation by VIU: If the SA program is cancelled by VIU *prior* to the start of the program, the student will receive a refund of any fees *paid directly to VIU*.

NOTE: VIU is not responsible for airline tickets and services purchased directly by the student since these are the property of the student. We strongly recommend purchasing trip interruption & cancellation insurance at the same time as your plane ticket.

Program cancellation by the student: Fees that are paid to VIU for a study abroad program should be considered **non-refundable**. If a student is unable or elects not to attend the SA program *and* that program has not been cancelled by VIU, then the student will *not* receive a refund of any monies paid to VIU.

Refund of fees paid to VIU once the student is abroad

If Foreign Affairs Canada issues a warning for Canadians to leave the destination country immediately while the student is abroad, VIU will work with the airlines to assist the student to return home as quickly as possible and will pay for the costs incurred for the evacuation. Such evacuation will be under the control of VIU. This situation is beyond the control of VIU and the student should not expect a refund of any study abroad program fees paid to VIU or any other costs incurred by the student.

Other Financial Considerations

If a student has received an IE Stipend from VIU and that student does not attend the SA program, he/she will be required to return the Stipend to International Education. Every effort will be made to make arrangements for the student to complete his/her coursework if the program is cancelled. If this is not possible, the Study Abroad office will be required to report the change in the student's enrolment status to the Financial Aid office. If the student has received funding through BCSAP, he/she is also required to contact the Financial Aid office and revert back to the original study end date. Failure to do so may result in penalties or future funding restrictions.

(Applicant Signature)

(Date)