

# Global Education Contract

## Gordon-Conwell Theological Seminary

Name \_\_\_\_\_ Student ID # \_\_\_\_\_

Course Title \_\_\_\_\_ Term Offered \_\_\_\_\_

Student named above agrees as follows:

**I. Academic Conditions.** Credit-bearing international courses approved by Gordon-Conwell Theological Seminary are not travel tours. While travel during free time can be quite educational in itself, the Seminary does not grant academic credit for travel. International 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 comparable courses on campus. Personal excursions must not conflict with scheduled lectures, classes, or group activities. Students are responsible for making travel plans that will permit them full participation in all scheduled on-site orientations, classes, and field trip activities.

**A. Application Process.** I am aware that Gordon-Conwell officials consider a variety of academic, health, behavioral, financial and safety issues in evaluating the appropriateness of an individual's participation in global education coursework, and that the Seminary reserves the right to decline any application. I authorize the release of all of my academic and disciplinary records to the person designated by GCTS to be responsible for the program for which I am applying.

**B. Course Registration.** I have complied with seminary requirements to register for all off-campus credits through the Registrar's Office prior to departure.

**C. Program Participation.** I understand that students enrolled in international programs are required to attend all scheduled classes, lectures, activities and field trips. This also includes mandatory attendance at pre-departure orientation sessions provided by Gordon-Conwell and the faculty leader.

**D. Grades.** I am aware that I will receive letter grades for credit-bearing international work earned through Gordon-Conwell's approved programs. All of the Seminary'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 Gordon-Conwell transcript and are calculated into my cumulative grade point average.

**II. Assumption of Risk and Waiver of Liability.** This portion of the Global Education Contract involves a release of certain legal rights. Be sure to read and understand it before signing.

**A. Risks of Study Abroad.** I understand that participation in the GCTS approved program specified above (the "Program") involves risks not found in on-campus coursework. These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; local medical and weather conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and increased potential for theft of personal property (which is not covered by the Seminary's insurance).

Specifically, I understand that the risks and dangers to persons and property related to the activities involved in this trip include but are not limited to **acts of terrorism, political unrest, acts of war, disease, opposition to religious groups and activities, local crime, sickness, accidents, airline travel, injuries, theft of property, immigration-related delays, kidnapping, natural disasters, transportation-related delays, civil disturbances**, which may be caused by my negligence, or breaches of contract, forces of nature, human hostilities, or other causes, and knowingly accept those risks. The Seminary recognizes the extreme anxiety experienced by abducted person(s) and the next of kin. In the unlikely event of a kidnapping and demand for ransom, I understand that it is not the

Seminary's policy or responsibility to pay ransom. Further, I have familiarized myself with all risks and dangers associated with participation in this global education program and I am aware of all warning and travel advisories of the U.S. State Department related to the specific country to which I will be traveling. 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 Seminary with all medical data and any other personal information necessary for a safe and healthy study abroad experience. There are no physical or mental health-related reasons, problems, or special dietary requirements or restrictions that 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 Seminary 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 Gordon-Conwell 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 Seminary (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:** Gordon-Conwell makes reasonable accommodations for students with disabilities who are otherwise qualified to participate in its activities and programs. However, the Americans with Disabilities Act does not govern accessibility standards in other countries. The Seminary does not discriminate on the basis of disability in admissions for study abroad programs, but is not responsible for assuring accessibility in international locations and cannot guarantee that accommodation will be available. While the Seminary will try to arrange accommodation for special needs, students with disabilities must understand that some international experiences may not be appropriate for them.

In order to address this concern, Seminary policy requires students with special needs who require accommodation to self-identify at the time of application for participation in an

international experience. These students must notify the Registration Office of their interest in participating in an international experience and of their need for accommodation. Please refer to the Student Handbook, *Academic Policies and Information*, under the section on *Disability Accommodation Policy*.

### **Standards of Conduct.**

1. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could harm the Seminary's relations with those countries and the institutions therein, as well as my own health and safety. I am aware that if I violate laws of the host country, I may place myself in legal jeopardy and that U.S. standards of due process may not apply. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.
  2. I also will comply with the Seminary's rules, standards, and instructions for student behavior, including the Gordon-Conwell Community Life Statement. I waive and release all claims against the Seminary 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 Seminary 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 Seminary, 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 Seminary 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, 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 foreign nationals or government at my own expense. I understand that, while the Seminary 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 Seminary 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.
- E. Program Changes.** The Seminary 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 the United States if it determines that conditions pose a heightened potential of danger to students. I understand that the Seminary 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 Seminary'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 Seminary 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.

- F. 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 Seminary, 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), except for such injury as may be caused by the gross negligence or willful misconduct of Gordon-Conwell Theological Seminary.

**I have read this Study Abroad Contract carefully before signing it, and agree that it contains my entire agreement with Gordon-Conwell Theological Seminary as to my participation in the Program.** This agreement shall become effective only upon acceptance by the Seminary of my application for the Program, and shall be governed by the laws of the Commonwealth of Massachusetts. If any provision herein should, for any reason, be construed by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall remain in full force and effect and be construed so as to make this Agreement enforceable to the maximum extent allowed by law. This Agreement may not be amended by the parties except by a writing executed by both Parties.

Unless stated otherwise, my signature below permits Gordon-Conwell Theological Seminary to use photographs and video of my participation in this program.

By signing this contract, I agree to be registered for the course and to be billed in the fall for the course fee, and in the spring for tuition. I intend to take this course for:

Credit (3-hour course)

Audit (\$200)

\_\_\_\_\_  
Name of Student (please print)

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

\_\_\_\_\_  
Date

Revised: 03/01/2013