

Indemnification Agreement & Statement of Understanding

I have decided to participate in the program abroad ("program") and term indicated in this application. My participation is wholly voluntary. In consideration of Drake University's agreement to permit me to participate in this program, I agree as follows:

LIABILITY

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release, waive, and discharge Drake University ("Drake") and its employees, agents, volunteers, affiliated companies, instructors, chaperones, group leaders, officers, trustees, representatives, successors, and assigns ("Drake Released Parties") from any and all liabilities, claims, demands, actions, and causes of action whatsoever (including any and all liabilities arising directly or indirectly from the sole negligence of a Drake Released Party) for any and all damages, losses, injuries, or death I sustain to my person or property or both that arise out of, result from, occur during, or are in any way connected, directly or indirectly, with my participation in the program or any travel incident thereto. I agree to indemnify, defend, and hold harmless Drake Released Parties from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising, whether directly or indirectly, from or related to any and all claims made by or against any released party due to my participation in the program or any travel incident thereto.

PROGRAM CHANGES

I recognize that the program is to be provided in conjunction with a host institution, provider, or other on-site support ("partner"). The schedule of the program, starting with the day of arrival and ending with the day of departure, will be according to Drake and/or the partner's academic program and schedule. I understand that scheduling or program changes may be necessary due to enrollment requirements by Drake and/or the partner, or due to factors beyond the control of Drake or the partner (i.e., strikes, the failure of hotels or landlords to honor agreements, pandemic, etc.). The partner and Drake will make an effort to keep the participant informed of such changes. I understand that Drake cannot guarantee that my academic credit, housing arrangements, financial aid, timely graduation, travel plans, and other academic or financial considerations will not be adversely impacted as a result my enrollment or participation in the program. I agree that, should circumstances beyond Drake's control result in changes to the program or Drake not being able to fulfill some of all of its obligations under this Agreement, I release Drake from any liability which may arise by reason of such changes or failure to perform.

Due to factors beyond the control of Drake or the partner, including but not limited to health and safety risks, the partner may cancel, suspend, move coursework online, reduce operations, or in some other way modify the program from the original format or features. These actions do not entitle me to any refunds from Drake University.

Additionally, I may not be eligible to receive any refunds from the partner. All decisions regarding refunds from partner are at the partner's discretion. I agree and acknowledge that Drake is not responsible for any decisions regarding refunds made by the program's partner.

DISCIPLINARY CHECK

A disciplinary check must be conducted to help ensure that each student has a safe and positive experience during their program. Global Engagement will send the names of Drake applicants to Drake University's Dean of Students ("DOS") Office to conduct this check. The DOS will review the student's disciplinary record and confirm the student's approval with Global Engagement. The DOS review does not include the minimum GPA or other requirements to study abroad. Disciplinary records do not automatically preclude a student from participating on a program.

I understand and agree that a disciplinary check will be conducted and may affect my ability to participate in a program. I understand that any disciplinary misconduct that occurs while abroad will reflect on my disciplinary record upon my return at Drake University and may impact my ability to participate in a future program.

PERSONAL CONDUCT

I understand that I am solely responsible for my actions while participating in the program. I acknowledge that I am responsible for following all laws of the location(s) where the program is conducted, and for exercising caution and common sense. I understand that Drake is not responsible for assisting me with any legal action that results from my failure to comply with the laws of the location(s) where the program is conducted or failure to follow the advice of program staff.

I will comply with Drake's Code of Student Conduct and related rules, standards and instructions, and understand that the failure to do so may result in disciplinary action, including being sent home at my own expense, and without refund. Drake University may issue additional protocols and requirements periodically which are designed to address health and safety risks to me and other members of the Drake community. I agree to take all reasonable measures to comply with these protocols and requirements if issued.

I understand that my participation in the program may be terminated if I am expelled or suspended from Drake or otherwise disciplined by Drake or civil authorities, or if Drake, in its sole discretion, determines that my conduct is disruptive or detrimental to myself, other Participants, or the operation or reputation of the program. I agree to indemnify Drake if my actions result in financial loss or liability to Drake.

INSURANCE & MEDICAL TREATMENT

I understand I am required to have adequate health insurance coverage throughout the program, including any travel incident thereto, at my expense whether or not my program has a mandatory, comprehensive health insurance plan. Whether or not the program includes travel outside the United States, I acknowledge that it is my responsibility to understand the benefits and limitations of my insurance coverage, and to purchase additional international health insurance if necessary. In addition, claims submitted through insurance may be denied, and the University is not responsible for and cannot guarantee insurance company coverage of a claim. I agree that Drake is not responsible for any uninsured losses.

If I become ill, injured or incapacitated while participating in the program, I authorize Drake to secure medical treatment for me, as recommended by local medical personnel, including but not limited to the administration of anesthesia, surgery and medical evacuation. I authorize Drake to take whatever action it deems necessary and in my best interest (including transporting me out of the country) in the event of social or political unrest, natural disasters, pandemic, disease outbreak, or any other unforeseen event or condition. I authorize Drake to share my health and safety information with my parents/guardians.

Participants have the option to purchase travel insurance. Travel insurance can help mitigate the financial risk associated with traveling abroad. Travel insurance can help reimburse eligible expenses if a participant is unable to travel abroad unexpectedly. Standard travel insurance covers illness or family death. In order to have coverage under any circumstance (such as pre-existing conditions like anxiety or a global-pandemic), it is recommended participants consider Cancel For Any Reason (CFAR) travel insurance. Travel insurance is not included in the program fees.

RISK ASSESSMENT

If I am traveling to one or more foreign countries, I confirm that I have obtained and read the United States Department of State ("State Department") Travel Advisory information, and the Centers for Disease Control and Prevention ("CDC") Travel Health Notices on travel to, in, and around those countries; that I am aware of and understand the risks and dangers of travel to, in, and around those countries; including, but not limited to, the dangers to my health and personal safety posed by civil unrest, political instability, terrorism, crime, violence, natural disasters, disease including viral outbreak, and the use of public transportation. I hereby assume, knowingly and voluntarily, each of the risks that could arise out of or occur during my travel to, from, in or around those countries.

Travel Advisories and Travel Health Notices are at the country level, but levels of advice may vary for specific locations or areas within a country. Specific travel programs present different risk profiles. Given that no international program, anywhere, is automatically

“safe,” Drake University needs a way to respond to the information conveyed in Travel Advisories and Travel Health Notices.

All university-sponsored international student travel is reviewed by the Drake International Risk Assessment Committee. This committee is comprised of university administrators, Global Engagement staff, and Drake legal counsel. Typically, Drake University suspends travel to all countries that the State Department ranks as a Level 3 or 4, or the CDC ranks as a Level 3 Health Notice. However, there are exemptions to this process. Exemptions may be granted by the Provost upon the recommendation of the International Risk Assessment Committee. Drake's approval of the student's participation in the program may be withdrawn, under the guidance and direction of the State Department, Drake International Risk Assessment Committee or the partner.

HIGH-RISK WAIVER

Students traveling to a country with a US Department of State Travel Advisory Level 3 or 4 are required to sign a high-risk waiver that has been notarized. This is a document students complete after acceptance. If a student's travel destination is not currently a Level 3 or 4, but the Advisory Level changes before departure, the student will be required to sign this additional waiver.