Students accepted to participate in international academic activities are required to read, agree to and electronically sign this document. Read this document carefully. If you sign it, you are giving up certain rights.

Informed consent and agreement to the terms and conditions below are required for participation for all FIT-administered or arranged international academic programs, credit-bearing courses or other sponsored international travel (the “Program”). Participants must be over the age of 18 at the time of visa application or day of departure if no visa is required.

As a necessary precaution to establish responsibilities for Participants and protect the interests of the Program, Fashion Institute of Technology, the State of New York, the City of New York and the State University of New York and their officers, trustees, employees and agents (hereafter collectively referred to as “FIT”), we ask that you read carefully the terms and conditions below and indicate with your electronic signature that you understand them and will comply.

I understand and hereby acknowledge that my participation in the Program is wholly voluntary, and that FIT does not require me to participate. In consideration of FIT’s agreement to permit me to participate in the Program, I agree to the following terms and conditions.

I. Responsibilities and Risks of International Study and Travel

A. I acknowledge that I am aware that there are risks involved in participation in the Program, including, without limitation, political, social and economic conditions, modes of transportation and different standards of health and safety, and that I am willing to assume those risks.

B. I certify that I understand and hereby acknowledge that:

1. My participation in the Program will require transportation to and habitation in another country and may involve my being subject to risks relating to travel or arising out of Program activities;

2. I have reviewed the materials located on the U.S. Department of State Consular Affairs web site (http://studentsabroad.state.gov/) and the Travelers Health section of the Center for Disease Control’s web site (http://www.cdc.gov/) pertaining to the international locale(s) to be visited, and by those means, been informed of such risks. I have diligently endeavored to learn about the country or countries and specific locations within those countries I will visit to be aware of the health and safety risks that I may face. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in or around the country in which this Program is located;

3. I agree to enroll in the U. S. State Department’s Smart Traveler Enrollment Program; (https://step.state.gov/step/)

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4. I have consulted the visa requirements for students in the countries in which I plan to study or visit and shall comply with those requirements. I understand that the issuance of a visa is solely at the discretion of the host country consulate, and although FIT will provide me with documents concerning my participation in the Program, FIT cannot guarantee that a visa will be issued to me;

5. If I am an international student, pursuant to the Student and Exchange Visitor Information System, I will notify FIT’s Office of International Student Advisors and secure appropriate documentation to enable me to re-enter the U.S. after completion of the Program. Failure to do so may result in denial or difficulty at re-entry to the U. S. and

6. If I am a permanent resident of the U.S., but do not hold a U.S. passport, I will consult with FIT’s Office of International Student Advisors concerning requirements for re-entry into the U. S. after completion of the Program.

C. Release and Indemnification of FIT: Knowing the dangers and risks inherent in the Program and in consideration of being permitted to participate, I agree, on behalf of my family, heirs and personal representatives, to assume all responsibilities and risks concerning my participation in the Program. To the maximum extent permitted by law, I hereby agree to defend, indemnify, release and hold harmless FIT from any and all liability, damage or claim of any nature, including reasonable attorney’s fees, arising out of, or in any way related to my participation in this Program, the transportation, or health care that may be provided, or in any independent activities that I may undertake during my participation. I understand that this means that I cannot hold FIT legally responsible, even if its negligence contributes to any personal injuries, including death, or property loss or damage that I may suffer.

II. Health and Safety Responsibilities and Risks

A. FIT requires that students obtain and maintain comprehensive health insurance coverage as a condition for enrollment. In addition, health insurance coverage for participants in the Program shall include accident, emergency services, medical evacuation and repatriation.

B. I certify that I understand and hereby acknowledge that:

1. I will be covered for the duration of the Program and for any related travel by a comprehensive health and injury insurance policy which provides coverage for injuries and illnesses I sustain or experience internationally, and, more specifically, in the country in which I will be living and/or traveling while on the Program. Such coverage will include costs of emergency services, medical evacuation and repatriation;

2. I will be required to advance payment for medical expenses during my participation in the Program with reimbursement sought later from my insurance carrier;

3. I have consulted the Travelers Health section of the Center for Disease Control and Prevention.
Control’s website, or my doctor and have ascertained the recommended vaccinations and medications for the area I will be traveling to. I am solely responsible for securing any necessary immunizations prior to departure and for obtaining recommended or required medications needed while traveling internationally and

4. I agree to be responsible for any costs or expenses that I incur as a result of any illness or accident I may suffer, including the costs of any medical care not covered by insurance.

C. My Personal Medical or Emotional Health Issues

1. I understand that the Program may be rigorous and demanding, and that if I have personal medical or emotional health issues, I have consulted with my health care professionals and have received their approval to participate in the Program.

2. Furthermore, if I am accepted into a Program, I agree to report to the FIT-ABLE Office any personal physical or emotional health condition that may require special medical attention or accommodation during the Program. I understand that if I fail to report such information to FIT-ABLE, appropriate accommodations may be unavailable and my participation in the Program will be jeopardized.

III. My Financial Obligations during the Program

I certify that I understand and hereby acknowledge that:

A. I will have adequate and sufficient funds to cover my personal expenses during my participation in the Program. My failure to provide such funds shall be grounds for FIT to terminate my participation in the Program, and FIT shall have the right to take any appropriate action to notify local authorities. If FIT expends any funds on my behalf for my personal financial obligations, I agree to repay my debt to FIT upon presentation of an invoice;

B. I am aware of the nature and the cost of the Program. I agree to pay the Program fees, tuition, differential, or other charges that were specified on the Program budget or Estimate of Costs that I received with my offer of admission and will guarantee that all financial obligations will be met by the deadline(s) specified on the bill statement. If I am a financial aid recipient, I will submit all documentation required by FIT’s Financial Aid Office and will either remit any balance owing by the payment deadline(s) or arrange for a deferment of payments with the appropriate office. Delinquent accounts are subject to FIT’s rules and regulations;

C. If I withdraw before the start of the Program, I will be responsible for paying any part of those costs that cannot be recovered by FIT or that FIT may be required to pay on my behalf;

D. If I withdraw from the Program after its starting date, I will not expect to receive a refund of any fees, differentials or other charges and, depending on the rules of the host university, may not receive a refund of FIT tuition. Refunds, if any, shall be subject to FIT’s rules and regulations. I may also be obligated to repay any financial aid awards or scholarships that I received in support of my participation in the Program;
E. I agree to pay to any host university or organization those fees indicated in acceptance materials as to be paid directly and

F. If I become separated from others in the Program, fail to meet a departure bus, airplane or train, or become sick or injured, I will bear all responsibility to seek out, contact and connect with the representative of the Program at its next available destination; and that I will bear all related costs involved in contacting and re-connecting with the Program at its next available destination.

IV. Changes to the Program

I certify that I understand and acknowledge that:

A. FIT reserves the right to make changes to the Program at any time and for any reason in its best interest, with or without notice;

B. FIT reserves the right to substitute hotels, accommodations or housing at any time. If substitutions are needed, FIT will use reasonable efforts to secure equivalencies. FIT has sole discretion for all housing arrangements, including specific room and housing assignments;

C. FIT may be required to make changes in the Program in its best interest for reasons beyond its control, including changes and deletions in the itinerary or offerings of the Program, and that such changes may be made without notice to me. I accept all responsibility for additional expenses, if any, due to delays or other changes to the Program in the means of transportation or other services, or due to weather, strikes or other unforeseen causes beyond FIT’s control. Such additional expenses include, without limitation, hotel, transfers and meals;

D. FIT in no way represents or acts as an agent for transportation carriers, hotels, and other suppliers of services connected with this Program, and FIT assumes no responsibility or liability, in whole or in part, for any problems, delays, or damages caused by such parties or events beyond FIT’s control, such as weather, criminal activity or civil unrest;

E. It is my responsibility to determine and meet prerequisites for classes I plan to take in the Program, and I understand and acknowledge that FIT cannot guarantee my placement in classes at an international institution;

F. FIT is not responsible in any way for independent travel or activities outside of the Program in which I may choose to participate and

G. FIT reserves the right, at its sole discretion, to cancel the Program, or any aspect thereof, prior to departure. In addition, FIT reserves the right, at its sole discretion, to cancel the Program or any aspect thereof, after departure, and to require that all participants return to the United States. In the event that a Program is cancelled, FIT will refund only uncommitted and recoverable funds.

V. My Responsibility for My Conduct during the Program
I certify that I understand and acknowledge that:

A. Every country has its own laws and standards of acceptable conduct, including those concerning drug use, dress, politics and behavior, and that as a visitor, I will be subject to those laws and standards. I also understand that conduct that violates those laws and standards could be detrimental to FIT and the Program, as well as to my own health and safety. Therefore, before participating in the Program, I will inform myself of such laws and standards for every country in which the Program conducts activities. Furthermore, during my participation, I agree to abide by those laws and standards. As a participant in this Program, I pledge to conduct myself in a manner that reflects favorably on FIT and myself;

B. I will comply with the policies and procedures outlined in FIT’s Student Rights & Responsibilities Manual, in addition to any rules, standards, policies and instructions given by the host institution or organization;

C. I agree to participate fully in all portions of the Program and further agree that any deviation from the design of the Program’s content or format must be approved by writing in advance by FIT;

D. In order to secure my courses/tutorials and/or housing placement at my host institution, I may be required to submit the appropriate forms and/or deposits to both FIT’s Office of International Programs and the appropriate office(s) at the international host institution in a timely manner as specified in acceptance materials by any deadlines noted, and I am personally responsible for any failure to comply with those instructions;

E. I have read the Program’s orientation materials and understand their contents. I agree to abide by the guidelines, rules and procedures described in such materials and any other Program materials provided or directed to be read online. I also agree to abide by any rules and procedures that may be provided by faculty or staff involved in the Program;

F. I agree to complete all the academic work required by my Program or host institution before the end of my international study term/semester/session, or academic year, whichever is applicable;

G. It is my responsibility to determine if I must request from my host institution that a statement of my academic work be forwarded to FIT’s Office of International Programs at the end of my Program, and if so, I will comply with the host’s instructions;

H. FIT reserves the right to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any participant. Similarly, if my conduct violates any policy or procedure of FIT or the host institution or the laws of the host country, I understand that I may be required to leave the Program at the sole discretion of FIT. Furthermore, FIT will have the right to enforce its policies and procedures, including further disciplinary or other action. In such an event, I agree to return to the United States at my own expense. Further, I understand that no refund will be made for any unused portion of the Program;

I. FIT is not responsible for any aspect of my legal defense in the event I am
charged with a violation of the laws of the host country or rules of the host institution or organization, and FIT is not responsible for the payment of any fines or other penalties resulting from such violations. I agree that I am responsible for any injury to persons or damage to property of others caused by me during my participation in the Program;

J. The manufacture, distribution, possession, use or sale of controlled substances as defined by New York State and/or U.S. law, and/or the laws of the host country is prohibited during international study. I understand that I will be directly subject to the laws and legal procedures of the host country and host organization as applied to the use, possession and distribution of illegal drugs, and these will be strictly enforced by local authorities and

K. I am solely responsible for ascertaining the lawful age for the possession or consumption of alcoholic beverages in the host country and for my conduct in compliance with local laws as enforced by local authorities. I understand that abuse of alcohol even in my free time may be grounds for my dismissal from the Program, and FIT shall have the right to take any appropriate action to notify local authorities.

VI. My Consent to Use My Name, Photograph or Portrait for Advertising or Purposes of Trade

I give my irrevocable consent for FIT, the host institution I attend, and agencies, organizations and individuals working with FIT in the administration of the Program to use my name and my photograph or images of me or written statements from me in advertising, publicity and informational materials. I hereby irrevocably permit and authorize FIT to copy, publish, exhibit or distribute in any legal manner, any and all images, videos, audio recordings and electronic or digital recordings in which my likeness appears. I further waive any right to inspect or approve any advertisement, publication or information piece in which my likeness appears.

VII. General Provisions

A. I agree that the terms of this Assumption of Risk Agreement and Release shall be construed under the laws of the State of New York, except for its conflict of laws provision, and that if any portion thereof is held invalid, the balance thereof shall, notwithstanding, continue in full legal force and effect.

B. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

C. I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Assumption of Risk Agreement and Release, and further state that I am 18 years of age or older and am fully competent to sign this document.

SIGNATURE: ___________________________________________ DATE: ___________________

FULL NAME (printed): ____________________________________________________________