



Overseas Programs and Partnerships
 Center for International Education
 University of Wisconsin – Milwaukee
 P.O. Box 413/ Pearse Hall 166
 Milwaukee, WI 53201
 Phone: 414-229-5182/ FAX: 414-229-4858

**THIS FORM UPDATED AS
 OF:
March 2004**

ASSUMPTION OF RISK AND RELEASE FORM FOR STUDY ABROAD
UNIVERSITY OF WISCONSIN-MILWAUKEE

THIS IS A RELEASE OF LEGAL RIGHTS—READ AND UNDERSTAND BEFORE SIGNING

Name of Applicant/Releasor: _____

Date of Birth: _____

Study Abroad Program: _____

In consideration of the opportunity to be a participant in the Program, I hereby agree as follows:

1. **Risks of Study Abroad.** I acknowledge that participation in the University of Wisconsin-Milwaukee Study Abroad Program specified above (“the Program”) involves risks not found in study at the University. These include but are not limited to risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of buildings, roadways, public places and conveyances; local medical and weather conditions; use of language other than English; and other matters described on a separate U.S. State Department Travel Advisory and/or a Program Risk form, which I have received, reviewed, and initialed, and which is incorporated by reference in this Release Form. I have made my own investigation and am willing to accept these risks.

2. **Institutional Arrangements.** I understand that the University 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, independent contractor or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University, its officers, employees, and agents from any liability resulting or arising from any injury, including injury of a fatal nature, loss, damage, accident, delay or expense associated with any such matters.

3. **Independent Activity.** I understand that the University is not responsible for any injury, including fatal injury, or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University-supervised activities.

4. **Health and Safety.**
 - A. I acknowledge that I have been advised to consult with a medical doctor with regard to my personal medical needs and about the location(s) where the Program is to be offered. I hereby confirm that there are no health-related reasons or problems that preclude or restrict my participation in this Program.

**ASSUMPTION OF RISK AND RELEASE FORM FOR STUDY ABROAD
UNIVERSITY OF WISCONSIN-MILWAUKEE**

NAME _____ PROGRAM _____

A. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during the Program, the University is not responsible for the cost or quality of such treatment or care. I have or agree to procure adequate insurance to cover emergency medical needs and evacuations or repatriation as necessary.

B. The University may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety including sending me home from the location of the Program. Should this occur, I agree to pay all expenses relating thereto and release the University from any liability for any actions in this regard.

5. **Program Changes.** The University has the right at any time to make cancellations, substitutions or changes in case of emergency, circumstances of unrest, war or conflict or acts of terrorism or changed conditions or in the interest of the Program. I understand that the University's fees and program charges are based on current airfares, lodging rates, meals and services costs, and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

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 representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify the Board of Regents of the University of Wisconsin System, and its officers, employees and agents, from and against any present or future claim, loss or liability for injury to myself, including fatal injury, 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 in transit to or from any country where the Program is being conducted).

I have carefully read this Release Form and incorporated U.S. State Department Travel Advisory and/or Program Risk Form before signing below. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

This agreement shall become effective only upon receipt of my application by the University and shall be governed by the laws of the state of Wisconsin, which shall be the exclusive forum for any lawsuits filed under or incident to this agreement or to the Program.

X _____
Signature of Applicant

Date



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BEHAVIOR GUIDELINES AND STUDENT CONDUCT FOR STUDY ABROAD

NAME _____ PROGRAM _____

Even though your classes are not in the United States, you are still a UWM student or a student on a UWM sponsored program and the University expects you to comply with its codes of conduct (UWS Chapter 18 and UWS Chapter 17). Failure to do so could result in your being sent home immediately at your expense to face disciplinary proceedings at UWM. Copies are available from the Office of Overseas Programs and Partnerships (Pearse 166) and the Office of the Dean of Students (Mellencamp Hall 118).

While you are visiting another University in another country or participating in a UWM Study Abroad Program, you should also realize that you are subject to the disciplinary codes of that institution and the laws of that country. Legal protections taken for granted in the United States are left behind when you leave the U.S. The principle of "innocent until proven guilty" is not necessarily a tenet of legal systems abroad. The best advice is to know the rules and laws and obey them. If you get in trouble, seek local legal assistance as quickly as possible.

DRUGS

Avoid any and all possible involvement with drugs. Drug laws vary from country to country, but in many cases they are extremely severe, regardless of whether the drug in your possession is for personal use or for sale to others.

U.S. EMBASSIES AND CONSULATES

Should you encounter serious social, political, health, or economic problems, the U.S. Embassies and/or Consulates can offer some limited assistance. They can, for example, provide you with a list of local attorneys and physicians; they can contact next of kin in the event of an emergency or serious illness; they can provide assistance during civil unrest or natural disaster; they can contact friends or relatives on your behalf to request funds or guidance; and they can replace a lost or stolen passport. Remember that their primary occupation abroad is to help fulfill the diplomatic mission of the United States government; they are not there to play nursemaid to American travelers.

STUDENT AGREEMENT

- A. 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 University's relations with those countries and the institutions therein, as well as my own health and safety. 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.
- B. I also will comply with the University's rules, standards and instructions for student behavior. I waive and release all claims against the University, its officers, employees, and agents that may arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.

BEHAVIOR GUIDELINES AND STUDENT CONDUCT FOR STUDY ABROAD

- C. I agree that the University has the right to enforce the standards of conduct described above, in its sole judgement, and that it will impose sanctions, up to and including expulsion from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the Program, or other participants. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees.
- D. I will attend to any legal problems I encounter with any foreign nationals or government of the host country. The University is not responsible for providing any assistance under such circumstances.

STANDARDS OF CONDUCT

Participants in UWM Study Abroad programs are expected to (1) exhibit sensitivity to the host culture, (2) maintain good behavior, and (3) observe local rules and laws.

The University of Wisconsin-Milwaukee reserves the right to dismiss any participant for reasons of unacceptable personal behavior and/or academic participation. Such dismissal will be without refund and return transportation will be at the student's expense.

I understand there are some basic and inviolable rules of behavior related to every program.

1. The students must maintain an adequate standard of academic work in programs and behave responsibly in their living situation and on group excursions.
2. I am aware that while in the host country, I should refrain from political activity for my own safety. Students in overseas programs may not participate in such political activities as: joining political parties or unions, demonstrations, soliciting political material or picketing.
3. **Illegal drugs in any form are not tolerated**, and students dependent on their use should not apply. Laws state that possession or use of illegal drugs is punishable by fine, imprisonment, and/or deportation. Students in a program found using or possessing illegal drugs in any form are subject to immediate expulsion.
4. Violent behavior results in automatic dismissal.
5. Sexual behavior disruptive to the program or offensive to the host culture similarly merits dismissal.
6. Breaches of the local law of the host community or country are referred to and handled by the appropriate law enforcement authorities.

I understand that as a University of Wisconsin-Milwaukee student or as a student participating on a UWM study abroad program, I will be viewed as a representative of my country and my university. It is my intention to act as a good-will ambassador and conduct myself in a fitting manner. I have read these rules. I agree to follow them, and I understand that violation of this agreement will lead to probation or dismissal.

Signature of Applicant _____ Date: _____

Program: _____ Duration: _____



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Medical Self-Assessment and Emergency Contact Form

NAME _____ PROGRAM _____

It is vital for UWM to have your current health information in case of an emergency. Please inform our office of any changes in your health prior to and during participation in the program, including any prescription medications you may be taking. **This information is not used to affect your eligibility to participate in the program, but will help to facilitate any necessary accommodations for your participation. All information provided is private and confidential, only to be reviewed by UWM employees or agents with a legitimate educational or safety need to know.**

Please answer the following health questions completely and to the best of your knowledge. **If you answer yes to any of the questions, please supply details.** You may use the reverse side if necessary.

1. Are you currently receiving, or have you received in the past two years, counseling for the treatment of any emotional problem, drug addiction, alcoholism, psychiatric condition or eating disorder? **Yes No**

If Yes _____

2. Do you have any significant chronic medical conditions requiring on-going medical supervision and treatment, or have you had in the past any significant condition which is currently in remission (Ex. Diabetes, heart problem, cancer, etc)? **Yes No**

If Yes _____

3. Do you have any allergies (to medication, food, insects, etc.)? **Yes No**

If Yes _____

4. Are you currently taking any prescription medication? **Yes No**

If Yes _____

*Note: If yes, you must bring an adequate supply of medications for the duration of the program.

5. Will you need a continuation of medical treatment while you are participating in this study abroad program? **Yes No**

If Yes _____

6. Will you require assistance for any physical disabilities while you are participating in this study abroad program? **Yes No**

If Yes _____

*Note: If yes, you are advised to contact the Student Accessibility Center (SAC) at 414-229-6287 to discuss any need for assistance.

7. Is there any additional information (concerning medical or mental health conditions or physical disabilities) that would be helpful for the program to be aware of during your study abroad experience? **Yes No**

If Yes _____

Medical Self-Assessment and Emergency Contact Form

I understand that it is my obligation to seek consultation from my doctor if I have any medical condition or need that may affect my ability to safely participate in this study abroad program.

Having been accepted to participate in a study abroad program organized by the University of Wisconsin-Milwaukee campus of the University of Wisconsin System, I the undersigned, hereby authorize the faculty leader of my group to sign, as my authorized agent, all necessary medical care (including surgery) and hospital admission consent/permission documents on my behalf in the event of an emergency where my condition prevents my direct participation.

I also give permission for the following person(s) to be contacted in the case of a medical emergency:

Primary Emergency Contact: _____ Relationship to Student _____	
Daytime Phone (____) _____	Evening Phone (____) _____
Fax number (____) _____	Email: _____

Secondary Emergency Contact: _____ Relationship to Student _____	
Daytime Phone (____) _____	Evening Phone (____) _____
Fax Number (____) _____	Email: _____

I hereby confirm that I am over eighteen (18) years old.

I further acknowledge and agree that I will be solely responsible for all financial obligations arising from any health care that I may receive as a result of this authorization.

I also release and agree to hold harmless the Board of Regents of the University of Wisconsin System, its employees and agents, from any liability, damages and expenses of every kind and description (including death) arising out of or in connection with the giving of consent on my behalf for health care in the event of an emergency where my condition prevents my direct participation. I acknowledge that the rendering of assistance as described here and on my behalf in the event of an emergency constitutes adequate consideration for this release and hold harmless agreement.

Dated this day ____ month _____, year _____.

Signature _____

Witness Signature _____

Name Printed _____

Name Printed _____

Name of Program Abroad _____

Location of Program Abroad _____

Dates of Program Abroad _____



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PASSPORT INFORMATION

One of the first things you should do when you are accepted to an overseas program is apply for a passport if you do not have one, or make sure it will not expire for at least six months after the program ends if you already have one. It is important not to wait until the last few weeks to get a passport!

A copy of your passport is due at least 30 days prior to your departure.

To download a passport application visit this U.S. State Department website:

http://travel.state.gov/passport_services.html

***** Please submit two copies of the first two (2) pages of your passport 30 days before your departure. *****

(The photo page and the signature page)

Make sure you sign your passport to validate it!!!



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ADDRESS INFORMATION DURING BREAK PERIODS

NAME _____

PROGRAM _____ DURATION _____

Please give us your **current address**.

NAME: _____

ADDRESS: _____

PHONE: _____

Please tell us where you can be reached from the **end of the semester to the start of your overseas program** if different from above:

NAME: _____

ADDRESS: _____

PHONE: _____

I will be at this address from _____ to _____

Signature: _____ Date: _____

****Email regardless** of address _____



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PRODUCT RELEASE FORM

I, _____, hereby grant a non-exclusive license and unrestricted permission to the Board of Regents of the University of Wisconsin System on behalf of any of its sub units including the University of Wisconsin-Milwaukee, Overseas Programs and Partnerships, and the Center for International Education (“UWM”), to use or incorporate in any print, electronic or visual medium, the work I produced, assisted in producing, filmed, video taped, all collectively described as “product” created during the _____ study abroad program.

The product I produced will be acknowledged but I agree that I will not receive any monetary compensation for my product if it is utilized by UWM in any manner. I hereby confirm that such acknowledgement constitutes adequate consideration in exchange for this license and consent that I am hereby granting. I hereby unconditionally grant UWM consent to use my name, image or picture derived from the above-indicated product. I have read and executed this document with full knowledge of its significance.

In witness whereof, I have caused this agreement to be executed this _____ day of _____, 20____.

Month Year

 Student Signature

 Date

 Witness Signature

 Date

If Student is under the age of eighteen (18), consent is hereby granted on behalf of the student:

 Parent or Guardian Signature

 Date

 Parent or Guardian Signature

 Date

 Witness Signature

 Date

PRODUCT RELEASE FORM

895.50. Right of privacy

- (1) The right of privacy is recognized in this state. One whose privacy is unreasonably invaded is entitled to the following relief:
 - (a) Equitable relief to prevent and restrain such invasion, excluding prior restraint against constitutionally protected communication privately and through the public media;
 - (b) Compensatory damages based either on plaintiff's loss or defendant's unjust enrichment; and
 - (c) A reasonable amount for attorney fees.

- (2) In this section, "invasion of privacy" means any of the following:
 - (a) Intrusion upon the privacy of another of a nature highly offensive to a reasonable person, in a place that a reasonable person would consider private or in a manner, which is actionable for trespass.
 - (b) The use, for advertising purposes or for purposes of trade, of the name, portrait or picture of any living person, without having first obtained the written consent of the person or, if the person is a minor, of his or her parent or guardian.
 - (c) Publicity given to a matter concerning the private life of another, of a kind highly offensive to a reasonable person, if the defendant has acted either unreasonably or recklessly as to whether there was a legitimate public interest in the matter involved, or with actual knowledge that none existed. It is not an invasion of privacy to communicate any information available to the public as a matter of public record.

- (3) The right of privacy recognized in this section shall be interpreted in accordance with the developing common law of privacy, including defenses of absolute and qualified privilege, with due regard for maintaining freedom of communication, privately and through the public media.

- (4) Compensatory damages are not limited to damages for pecuniary loss, but shall not be presumed in the absence of proof.

- (5)
 - (a) If judgment is entered in favor of the defendant in an action for invasion of privacy, the court shall determine if the action was frivolous. If the court determines that the action was frivolous, it shall award the defendant reasonable fees and costs relating to the defense of the action.

 - (b) In order to find an action for invasion of privacy to be frivolous under par,
 - (c) The court must find either of the following:
 1. The action was commenced in bad faith or for harassment purposes.
 2. The action was devoid of arguable basis in law or equity.

- (6) No action for invasion of privacy may be maintained under this section if the claim is based on an act, which is permissible under ss. 196.63 or 968.27 to 968.37.

HISTORICAL AND STATUTORY NOTES

1996 Main Volume

Source:

L.1977, c. 176, § 5, eff. Nov. 30, 1977.

1987 Act 399, § 472zkbc, eff. May 17, 1988.

1991 Act 294, § 4, eff. May 14, 1992.

1991 Act 294 amended subsec. (4).