

## Summer 2019 Contract

This contract is between Pepperdine University, a California non-profit public benefit corporation ("Pepperdine") and \_\_\_\_\_ ("student") for the \_\_\_\_\_ term in the \_\_\_\_\_ program.

In consideration of my voluntary participation in the above International Program ("Program"), I, for myself, my heirs, personal representatives or assignees, agree as follows:

1. I agree to pay tuition of \$1,685 per unit for the summer Program (as set forth in the Seaver College 2018-2019 Academic Catalog). A minimum of (this number will vary by program, between 4-9) units (at \$1,685 per unit) is required for this Program plus an International Program room and board charge of (this number will vary by program, between \$2,248 - \$5,058). I understand that there are Program specific costs over and above the International Programs charge that I must pay, including, but not limited to, the fees listed in the Seaver College Catalog and on the International Programs website.
2. I agree to abide by all of the laws, rules, and regulations of Pepperdine, the Program country and any countries I visit while attending the Program. Pepperdine rules and regulations include, but are not limited to, the International Programs Student Handbook, my specific program's Program Manual, the Seaver College Catalog, and the Seaver College Student Code of Conduct. My failure to comply with these laws, rules and regulations could result in disciplinary action, up to and including expulsion from Pepperdine.
3. Pepperdine reserves the right to modify the program for any reason, including but not limited to the comfort and protection of its students or cancel the Program as may be required due to circumstances beyond the control of Pepperdine or to protect the health and safety of Program participants. Pepperdine will not be responsible for the cost of a student's personal leisure travel that is cancelled due to modification or cancellation of the Program.
4. I agree to enroll all travel in the U.S. Department of State Smart Traveler Enrollment Program (STEP) and monitor the U.S. State Department website for the latest travel information for Program country and all other countries I plan to travel to. I will check the U.S. State Department website prior to my departure to Program country and any countries I choose to travel to and monitor it for the duration of my stay. I understand that I am also responsible for accurately and completely filling out the travel log, as required by my program. I understand that failure to accurately and completely fill out the travel log according to the policy

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set forth in the International Programs Handbook will result in a sanction against the student.

5. I release, waive, discharge, and covenant not to sue, Pepperdine University, its Board of Regents, employees, agents, or volunteers (collectively the "University") from all liability to me that may be caused by any act, failure to act or negligence by the University, myself, or any third party, the condition of the Program premises, Program travel, from the unavailability or inadequacy of emergency medical care, and from the use of my name and likeness as discussed below. I understand that I am waiving my rights to recover all damages from the University for any physical or mental injury (including death), social and economic loss, and damage to or loss of property, relating to or arising out of my participation in the Program.
6. I agree to indemnify and hold the University harmless from any and all claims, actions, suits, judgments, costs, expenses, damages and liabilities, including attorney's fees, which in any way relate to or arise from my participation in the Program. If the University incurs any of these types of expenses, I agree to reimburse the University.
7. I hereby authorize the University and its associates or assignees, or anyone acting under its authority or permission, the irrevocable and unrestricted right and permission to: a) record my participation and appearance on a video tape, audio tape, photograph, digital, electronic or any other medium, b) use my name, likeness, voice and biographical material in connection with these recordings and c) use, reproduce, exhibit or distribute in any medium (e.g., print publications, videos, and Internet) these recordings in whole or in part for any purpose that the University, and those acting pursuant to its authority, deem appropriate, including promotional or advertising efforts. I waive any right that I may have to inspect or approve the finished product or products that may be used in connection therewith or the use to which it may be applied. I understand that all such recordings, in whatever medium, shall remain the property of the University and that I am not entitled to any compensation from the University for use of the recordings.
8. I acknowledge that Pepperdine requires me to secure and be covered by a personal health insurance and dental policies. I understand that it is my responsibility to adjust my current health and dental insurance so that I am covered internationally in all countries that I may travel to. I acknowledge that I must be ready to pay for my personal health care costs. I also understand that I may be required to pay additional local health fees for visa purposes or program

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- requirements, or required vaccinations for my program. I am responsible for any mandatory health costs.
9. I acknowledge it is my responsibility to complete a Health Clearance Form which clears me to participate in my program between 90 and 45 days prior to the start of the program, and to submit the Health Clearance Form to International Programs at least 45 days prior to departure.
  10. I acknowledge that I am strongly encouraged but not required to provide my local program director with a copy of my confidential health history form which provides details about my health history. I acknowledge and give my consent to the University to share a copy of my Confidential Health History Form for medical or psychological treatment where I am unable to provide such information for treatment. I acknowledge that I will travel with the original copy of the Confidential Health History Form in my Emergency Envelope in the event of a medical emergency.
  11. If I am under the care of a mental health professional, I will discuss with them my plan to participate in the Program. I understand that basic counseling services are available at all seven campus locations, but such services, as well as mental health care generally available in the Program country, may not be sufficient to address my specific mental health care needs. I understand that additional counseling and any form of psychiatric care costs are the sole responsibility of the student.
  12. In the event of a medical emergency, I consent to medical treatment where I am unable to consent to such treatment. I will be financially responsible for any costs of such treatment. I agree that I will not hold the University responsible for any claims resulting from medical treatment. I understand that International SOS (Pepperdine's Travel Assistance Program) can provide me with a health consultation over the phone at no cost but there will be at minimum a \$100 copay charged to my student account if I see a healthcare provider arranged by International SOS.
  13. I hereby consent to International Programs contacting my parents, guardians, and/or the emergency contact listed on Wavenet in the event of an illness or emergency and to release medical information and other student information to my parents, guardians, and emergency contact. I understand that I am therefore responsible for keeping my emergency contact information accurate and current on Wavenet.

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14. I understand that I am responsible for arranging any financial aid to be received during the Program with the individuals, programs and/or scholarships that contribute to my financial assistance. I have received financial aid advising from my financial aid advisor and am aware of the costs that will be incurred in my Program.
15. I have discussed the financial responsibilities for the Program with my parents/guardians/others providing me with financial assistance and give consent to International Programs to release a copy of my signed contract and provide detailed program information to all parties providing me with financial assistance.
16. I am responsible for obtaining and paying for the necessary passport, which must be valid for at least 6 months after the program return date (or student-planned return date if after the program end date), and/or visa and/or residency permit specific to the host country. If I am a Non-United States citizen, I am also required to independently obtain and pay for the necessary visas for the host country as well as for the Educational Field Trip locations by the deadline provided by International Programs. I acknowledge that it is also my responsibility to obtain and pay for any necessary visas required for independent travel destinations. I agree to provide electronic copies of my passport and any visas to the International Programs Office by the due dates specified by the International Programs Office.
17. I am responsible for attending all required orientation sessions including every aspect of the all-day orientation on Saturday, February 16, 2019, and any other mandatory meetings such as preparation and visa workshops. I am also responsible for providing all required materials to the International Programs Office by the deadlines provided by the International Programs Office. I acknowledge that failure to complete any of these requirements can result in ineligibility, withdrawal fees and dismissal from the program.
18. I have met with my academic advisor and/or my major advisor and have determined that I am eligible to take at least the minimum number of units for each session while I am on my international program. I am aware of any applicable prerequisites courses and any required courses during the program. I understand that I must fulfill all applicable language requirements for the program, including registering for the 121 level course when it is required. I understand that I am only able to take the courses being offered in the program and must maintain full-time student status each semester of my program. I

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understand that changing my major after signing this agreement does not exempt me from Program requirements.

19. I understand that all official communication from the International Programs office will be sent via Pepperdine student email. It is my responsibility to check this email regularly and certify that I do not have issues receiving or sending emails from this address.
  
20. I understand and acknowledge that the Program presents risks to me and my property, and that Pepperdine cannot guarantee my safety. I understand and agree that the Program activities may be dangerous and may involve risks to personal safety and physical risks which can range from (but are not limited to): minor injuries such as scratches, bruises, and sprains to catastrophic injuries, including paralysis and death. I understand and agree that the Program involves international travel and may involve unfamiliar or different terrain, customs, climate, food and drink, laws, social norms, sports practices, rules and regulations, communications, criminal and law enforcement activities, disability access, driving practices and road conditions, premises conditions and/or maintenance. Risks may also include: disease, inadequate health care, natural disasters, acts of God, war, civil unrest, terrorism, kidnapping and assault, physical violence, verbal abuse, sexual abuse, short and/or long term disability, loss of income and/or career and earning opportunities.
  - a. I am responsible for researching and evaluating the risks I may face and am also responsible for my actions. Any activities that I may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with my approval and understanding of any and all risks involved. This includes, but is not limited to, risks associated with the consumption of alcoholic beverages and/or drugs or other intoxicants, property loss, injury to person or property, or death arising out of traffic accidents, assault, and theft or other activities.
  
  - b. I acknowledge that it is my responsibility to take every precaution to safeguard my health and personal belongings from damage or theft. I acknowledge that Pepperdine recommends that I never travel alone, particularly at night.
  
  - c. It is my intention that this assumption of all risks shall be legally binding and a complete bar to me, my heirs, representatives, personal representatives, relatives and assigns from asserting any claims or

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demands, or pursuing any legal actions, that I, my heirs, assigns, or legal representatives have or may have for injuries to person or property, including death, as a result of activities for which I have assumed risks.

- d. I understand that this assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from my participation in the Program and/or residing and traveling outside of the United States, including but not limited to those risks listed above.
  - e. I further recognize, understand and agree that Pepperdine does not assume responsibility for any liability as regards damage or injury that may be caused by my negligence or willful acts committed prior to, during or after participation in the Program, or any liability, damage or injury caused by others, including other participants. I agree that Pepperdine shall not be subject to claims or suit to be made by or on behalf of me or my heirs, representatives or assigns as a consequence of my participation in the Program.
21. In order to withdraw from the Program, I must complete and send a signed Withdrawal Form to the International Programs office in Malibu. Should I become ineligible to attend, by being placed on academic probation, or by having a semester GPA below a 2.0 in any semester preceding the start of my international program, by being placed on disciplinary probation, suspension, or expulsion, by withdrawing from Pepperdine University, by having unresolved restrictions placed on registrations for any reasons, by failing to complete a course prerequisite and/or language requirements, by failing to enroll in a language course while overseas, by being unable to maintain full time student status, by failing to obtain on a timely basis the required documents to attend a program, by not participating in all pre-departure and in-program mandatory orientations and meetings, by failing to register by the deadlines, by failing to obtain all necessary visas, by failing to meet the minimum class attendance requirements, by failing to pass a criminal records check, by exhibiting significant disruptive or disrespectful behavior which may raise concern for my ability to participate as a productive member of an international program community, or because I violate any provision of this agreement, I may be removed from the Program and withdrawal fees will apply.
22. Time frames, for withdrawal purposes, will be determined by the date on which my signed notice of intent to withdraw from the Program, or a notification that I have become ineligible to participate in the Program, is received by the

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International Programs Office in Malibu. All withdrawal fees will be immediately charged to my student account (an Appeal Process is available for all withdrawal fees incurred above \$500 and the completed appeal is due to the International Programs Office no later than 45 days after the International Programs Office signed the withdrawal paperwork or when the student became ineligible). Once the charges are posted, I will have 60 days before finance charges begin to accrue:

- a. If I withdraw from or become ineligible to attend the Program prior to December 13, 2018, I will not be responsible for any charges associated with the Program other than the non-refundable \$500 withdrawal fee.
- b. If I withdraw from or become ineligible to attend the Program on or after December 13, 2018 through January 27, 2019, I will be responsible for fifty (50) percent of the total International Program Charge for the Program as stated in the Seaver College Academic Catalog and the cost of the flight if one has been purchased on my behalf.
- c. If I withdraw from or become ineligible to attend the Program on or after January 28, 2019, I will be responsible for one hundred (100) percent of the total International Program Charge for the Program as stated in the Seaver College Academic Catalog and the cost of the flight if one has been purchased on my behalf.
- d. I understand that if I become ineligible to attend the Program, I forfeit any financial assistance, which I had been awarded to attend the Program.

### SUMMER GROUP FLIGHTS:

I understand I will only receive one ticket to depart from and return to LAX on the group flight, without exception.

1. I understand that if I do not show up for the group flight departure, both segments of my round trip ticket will be forfeited and no refund will be issued.
2. I understand that airport routing changes can never be made on group tickets. Changes to extend the return date might be possible through Corniche Travel, Pepperdine's travel provider. However, any deviation from the ticketed itinerary will be at the student's own cost, and will include both change fees and potential

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fare differences. I understand that I need to insure that my immigration status is not compromised if I delay my return flight back to the United States.

3. Pepperdine University will pay flight costs on behalf of summer Program students for students who opt to be on the group flight. I understand that I am eligible to adjust my flight status from group to exempt or vice versa by contacting the International Programs Office prior to the deadline set by the International Programs Office. I understand that I must secure written confirmation of approval from the International Programs Office in order to confirm that my flight status has been changed. I understand that if I do not request to be on the group flight prior to the deadline then I am no longer eligible for a free flight and will not be refunded for my flight cost.
4. If I am a summer student and do not show up for the group departure at LAX, I will be responsible for the cost of the flight(s) purchased on my behalf. Should I withdraw or become ineligible to attend the summer Program, I am responsible for the cost of the flight(s) purchased on my behalf. Flight costs typically range from \$500 - \$3,000 and will be charged to my student account.
5. If I am attending multiple summer programs, I understand that I am responsible for consulting with the International Programs Office prior to signing my contract in order to understand my flight options.

### THOSE EXEMPT FROM SUMMER GROUP FLIGHTS:

1. If I am a summer program participant I understand that I will not receive any financial compensation/reimbursement for my flight.
2. I must submit my confirmed flight itinerary to the International Programs Office no later than 45 calendar days prior to program departure.
3. I will arrange my own transportation to/from the airport and to/from the program facility.
4. I understand there are no provisions for early arrival and agree to arrive on the same day as the group flight and check into program facilities during 9am-1pm local time (foreign programs) or 9am-5pm (Washington, D.C.). I understand that arrival prior to the group flight is highly encouraged as students are required to attend the local student orientation in its entirety. Transportation from the airport to the program location is not guaranteed.

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5. I understand that if I am a summer student participating in a faculty-led program, I may be required to be on the group flight and my petition for exemption from the flight may be denied.

Your Flight Choice (Note it may not be possible to accommodate group flights depending on the program and term)

Group: \_\_\_\_\_

Exempt: \_\_\_\_\_

I have read this agreement, fully understand its terms, and that I am giving up substantial rights, including my right to sue and recover damages. I acknowledge that I am signing the agreement freely and voluntarily, and intend that my signature indicates a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this document is determined to be illegal, invalid, or otherwise unenforceable, then to the extent necessary to make such provision legal, valid or otherwise enforceable, such provision will be limited or severed from this document, and the remaining portions of this document agreement will survive in full force. I further agree that this agreement shall be governed and interpreted in accordance with the laws of the state of California.

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Received by IP Staff Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

**MINORS (if applicable):**

Our records indicate that you are presently 17 years old or younger. As a result, your parent or guardian also needs to sign this contract. Please print the completed agreement (using the Printer Friendly link), have your parent or guardian sign and date it, and finally scan and email it to: [international.programs@pepperdine.edu](mailto:international.programs@pepperdine.edu)

I am the parent or legal guardian of the above named minor. I consent to the minor participating in the Program. I have read and understand that the above agreement involves surrendering substantial legal rights of the minor and myself. I agree to be bound by all terms of the above agreement.

Minor's Parent or Guardian Name \_\_\_\_\_

Signature of Minor's Parent or Guardian \_\_\_\_\_

Date: \_\_\_\_\_

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**ACCOMMODATIONS (if applicable):**

If you have any ongoing health-related issues, disabilities, or other mental health related concerns that could impact your future candidacy and participation in this program, consult with the Office of Student Accessibility before signing this contract. Please list any requests for special accommodations below. The International Programs Office strives to accommodate all requests, but cannot guarantee that all requests can be met.