

Department of Chemistry & Biochemistry California Polytechnic State University
San Luis Obispo, CA
Phone: (805) 745-2693 • Fax: (805) 756-5500

Student Participant Agreement (Domestic)

This agreement is entered into by and between the Trustees of the California State University and California Polytechnic State University, San Luis Obispo, hereinafter referred to as "University," and

| | _, Hereinafter referred to as "Student" |
|--|---|
| (Print name) | _, |
| And, if participant is a minor, parent or lega | l guardian of "Student" |
| (Print name) | |

For whose benefit said parent or legal guardian is entering this agreement.

University and Student agree as follows:

1 VOLUNTARY PARTICIPATION

Participation in this Off Campus Academic Program is VOLUNTARY. Participation in this Off Campus Academic Program is not mandatory for completion of degree requirements.

2 CONDUCT AND DISCIPLINE

Participant agrees to properly conduct himself or herself at all times during the course of the Program. Any violation of University standards of conduct could lead to sanctions being imposed consistent with CSU Student Discipline Policies and Procedures, including, but not limited to suspension or expulsion from the program.

#3 UNIVERSITY SERVICES

What is being arranged and/or paid for by the University on the student's behalf.

4 ACADEMIC PROGRAM

Instruction, classrooms, equipment, materials.

5 SUPPORT PROGRAM

Transportation, housing, food, trips, entrance fees, etc.

6 SERVICES NOT PROVIDED

The University is not furnishing and is not responsible for and assumes no liability in connection with matters other than academic instruction and logistical services detailed above. The University is not furnishing and is not responsible for and assumes no liability of guarantee or assurance of safety of participants and/or elimination of all risks from the environment. The University is not furnishing and is not responsible for and assumes no liability for the safety of personal property during participation in the program. The University is not furnishing and is not responsible for and assumes no liability for monitoring and/or control of all the daily personal decisions, choices, and activities of the individual participants. The University is not furnishing and is not responsible for and assumes no liability for prevention of participants from engaging in illegal, dangerous or unwise activities, including but no limited to situations that may arise due to the failure of a participant to disclose pertinent information.

The University is not furnishing and is not responsible for and assumes no liability for assumption of responsibility for the actions of person not employed or otherwise engaged by the University, for events that are not part of the program, or that are beyond the control of the University and its subcontractors,

The University is not furnishing and is not responsible for and assumes no liability for assurances that home-country culture values and norms will apply in the host country.

#7 STUDENT RESPONSIBILITIES

Student shall execute program application, assumption of risk and release agreement and medical information and authorization form.

Student shall obtain and show proof of health insurance that meets or exceeds the CSU Domestic Student Health Insurance Plan.

If Student is a minor, Student agrees to submit a written statement signed by Student's parent or guardian authorizing the program Director to act in Student's behalf, in the event of a medical emergency that might jeopardize the health of the student.

Student acknowledges and agrees that any logistical arrangements entered into by him/her to enable his/her participation in the Program are the sole responsibility of the student and that

the University is not responsible for the services, payments or guarantees provided pursuant to such arrangements.

#8 PROCEDURES AND POLICY ON EMERGENCY WITHDRAWAL OR CANCELLATION

#9 UNIVERSITY FEES

Fee or fees paid to the University itemized by service

10 ADDITIONAL STUDENT FEES

Fee or fees paid by the student directly to service providers or agents.

11**TOTAL FEES**

12 LAWS, REGULATIONS AND REFUNDS

This Agreement is subject to all applicable laws and regulations. If performance of this Agreement involves violation of applicable law or regulation thereby making it legally impossible to perform and such illegality is not the fault of the student, the University shall refund to Student all fees paid pursuant to this agreement as authorized in section 41802 of title 5 of the California Administrative Code; upon payment of said refund all rights of university and Student are expressly waived under this agreement.

No refunds will be made for fees already paid in the event of expulsion of the participant from the Program or if the participant leaves the Program.

13 **SOLE AGREEMENT**

This Agreement and the Assumption of Risk and Release Form which is incorporated into this agreement by attachment, contain the sole and entire agreement between the University and Student and shall supersede any and all other agreements between the parties. The University and Student acknowledge and agree that any statements or representations that may have, heretofore, been made by either of them has relied thereon in connection with his or her or its dealings with other.

14 **SEVERABILITY**

If any one or more of the terms or provisions of this agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, none of the remaining terms or provisions of this agreement shall be affected thereby, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

15 **JURISDICTION**

The laws of the State of California, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program shall govern this agreement.

| This agreement is approved and accepted: | |
|---|------|
| Student Signature | Date |
| Address: | - |
| | _ |
| Parant or Cuardian Signatura | Doto |
| Parent or Guardian Signature (If student is a minor) | Date |
| Address: | _ |
| | _ |
| | |
| Printed name, DEAN College of | Date |