



**MSUBILLINGS**  
**AGREEMENT TO PARTICIPATE**

**Office of International Studies - Cisel 202 - 1500 University Drive - Billings, MT 59101-0245**

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In consideration of participation in Montana State University Billings study abroad program, I, \_\_\_\_\_, hereby agree to the following conditions:

1. I understand and will abide by the rules governing student responsibility and behavior as stated in the Montana State University Billings' Student Affairs Policies and Procedures, including the Code of Student Conduct, as published in the *Student Handbook*. I recognize that violations of the law and/or MSUB regulations or policies may result in (i) immediate dismissal from the program; (ii) academic withdrawal from the University for the semester in progress; and (iii) disciplinary action upon my return to campus.
2. I will become informed about and will comply with the laws, rules and regulations, and customs of my host country, community, institution and program as administered by the faculty or resident director(s), or other representative(s) of Montana State University Billings. To be acceptable, behavior should show a genuine concern for the mores and social patterns of the host culture, in order that actions not be offensive to the community.
3. The program director and the director of the MSUB Office of International Studies shall have the right to dismiss me from the program at any time if (i) my conduct violates Montana State University Billings' Code of Student Conduct; (ii) I violate laws, rules and regulations, or customs of my host country, community, institution and program; or (iii) the program director and the MSUB Office of International Studies have reasonable cause to believe that my continued presence in the program constitutes a danger to the health or safety of persons or property or threatens the future viability of the program. The following behaviors are among those that may result in immediate dismissal from the program: alcohol abuse; physical or sexual assault; harassment; possession, use or distribution of illegal drugs; setting a fire or possession of explosives; possession of a weapon; theft. The program director, with the concurrence of MSUB's Office of International Studies, may temporarily suspend me pending final resolution of the matter.
4. In the event of an infraction which does not cause an immediate danger and where there is an allegation of a violation of the laws, regulations, and customs of the host country, community, institution or program or a violation of the MSUB Code of Student Conduct, the director of Office of International Studies has the right to enforce the standards of conduct described in the Student Handbook, in its sole judgment, and that the director will impose sanctions, up to and including expulsion from the Program. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at MSUB do not apply. I understand that a decision made to dismiss me from the program will be final and I consent to being sent home at my own expense with no refund of fees.
5. The University may make changes to the program itinerary at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to participants by reason of any such cancellation or change. The University is not responsible for penalties assessed by air carriers based on operational and/or itinerary changes regardless of whether the participant or the University makes the flight arrangement. The University may substitute hotel accommodations or housing at any time. Specific room and housing assignments are within the sole discretion of the University.

6. The University assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel or transportation reservations, missed carrier connections, sickness, injuries (including death), losses, damages, weather, strikes, acts of God, public health risks, criminal activity, terrorism, expense, accident or damage to property, inconveniences, failure or negligence of any nature in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or common carrier beyond the University's control, with or without notice, or for any additional expenses occasioned by any of the foregoing. If due to weather, flight schedules or other factors I am required to spend additional nights, the University will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property is transported at my risk entirely.
7. The University, in its sole discretion, may cancel the program or any aspect of the program prior to departure and, in its discretion, the University may cancel the program or any aspect of the program after departure, requiring that all participants return to the United States, if the University believes that any person is or likely will be in danger if the program or any aspect of the program is continued. I understand that if I ignore or refuse to comply with the University's directive to return to the United States I do so at my own risk.
8. The University will not provide any administrative support (housing, childcare, etc) or assume any responsibility for accompanying non-participants. Accompanying non-participants are limited to spouses/partners and children. I understand that I am responsible for obtaining overseas health insurance for myself and any accompanying non-participants. I understand that such accompanying non-participants are not part of the program and therefore cannot attend classes, field trips, or any other activities formally associated with the program. I understand if such individuals become disruptive to the program, it may be grounds for my dismissal.
9. I shall be responsible for my own health care, conduct, financial integrity and travel plans while studying abroad on a University-sponsored study abroad program. In the event of serious illness, accident or emergency, my designated emergency contact, as indicated on the *Student Health/Emergency Treatment Authorization*, may be notified. I shall inform the faculty member-in-residence, on-site director(s), or program assistant(s) representing the Office of International Studies of problems that arise during my stay abroad so that assistance can be provided.
10. I shall comply with the Montana State University Billings course credit requirements, academic policies and procedures, and I will enroll in at least 15 credits for a semester program.
11. I shall be solely responsible for any and all additional costs incurred on my behalf by the university while participating in the program. In addition, I shall be solely responsible for any and all costs arising out of my voluntary or involuntary withdrawal or dismissal from the program prior to its completion, including but not limited to withdrawal or dismissal for reasons of health, family emergency, illegal drug use or alcohol abuse, legal detention, or disciplinary action by a representative(s) of the University. Costs incurred on my behalf include, but are not limited to, monies advanced on my behalf for non-refundable deposits at other institutions, airfare, accommodations, legal documents, and visa and application fees.
12. If I withdraw, depart or am dismissed from a program for any reason prior to its formal completion, I may not be eligible for any academic credits. Should I receive permission to return home early, I may be eligible to receive a grade of "W" on my University academic transcript. University tuition and fees may be refunded according to University policy, as stated in the Schedule of Courses publication for on-campus enrollment.

13. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all injuries, illnesses, damages, losses (including death) I sustain to my person or property or both, including but not limited to any claims, actions, damages, expenses, and costs, including attorney fees, which arise out of, result from, occur during or are connected in any manner with my participation in the program and/or any related travel.
14. I, individually, and on behalf of my heirs, successors assigns, and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, actions, damages, expenses, or costs, including attorney fees, which arise out of, occur during, or are in any way connected with my participation in the program or any related travel.
15. This agreement is to be construed under the laws of the State of Montana, USA; and if any portion of this Agreement is held invalid, the balance of this Agreement shall, notwithstanding, continue in full legal force and effect.

**In signing this document I acknowledge that I have read this entire document, have had an opportunity to ask questions, understand its terms, agree to the terms stated, am giving up substantial legal rights I might otherwise have, and have signed it knowingly and voluntarily.**

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