

STATE UNIVERSITY OF NEW YORK
Overseas Residency Electives Program
Stony Brook University Hospital (SBUH)
AGREEMENT AND RELEASE FOR STUDY ABROAD

For Participants in State University of New York Administered Overseas Residency Electives Program.

To the Resident: As with all academic programs, certain conditions must be adhered to in order to preserve program integrity. As a necessary precaution to protect the State of New York, the State University of New York and Stony Brook University Hospital (hereafter collectively referred to as *SUNY*), these conditions are listed below. We ask that you **read carefully** and **indicate with your signature that you understand them and will comply.**

Informed consent and agreement to these conditions are a **required condition of participation** for all *SUNY*-administered or arranged overseas academic programs or other *SUNY*-sponsored or arranged overseas travel. If you have questions concerning this document (or any pre-departure procedures or forms), consult the materials supplied, or contact _____ at _____

I have agreed to participate in an overseas Residency Electives program or other *SUNY*-initiated overseas activity either in collaboration with an international host organization or organizations, or by arrangement of a *SUNY* faculty member.

I understand and hereby acknowledge that my participation in the program is wholly voluntary. In consideration of *SUNY*'s agreement to permit me to participate in the program, by my signature below, I agree to and acknowledge the following:

A. I acknowledge that I am aware that there are risks involved in participation in a study abroad program and that I am willing to assume those risks.

By my signature below, 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, and
2. I have, as advised by the program's acceptance materials, reviewed the U.S. Consular Information Sheets and Travel Warnings [contained on the U.S. Department of State Consular Affairs web site] and the Travelers Health section of the Center for Disease Control's web site, 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 so as 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 release *SUNY*, its officers, trustees, employees, and agents from any and all liability, damage or claim of any nature 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 *SUNY* legally responsible, even if its negligence contributes to any injuries or damages that I may suffer.

B. I acknowledge that I have appropriate insurance coverage, will be prepared to pay expenses not covered by insurance, and will disclose pre-existing health issues, and will ascertain the need for and obtain necessary vaccinations and recommended medications.

By my signature below, I certify that I understand and hereby acknowledge that:

1. *SUNY* requires that all Residents participating in an overseas residency electives program be covered by

appropriate accident and medical insurance and that the participants be financially responsible for such expenses. *SUNY* may require the purchase of a health insurance policy and professional liability policy specifically approved by *SUNY* as a condition of participation in a program.

2. I will be covered for the duration of the program and for any pre- or post-program travel by a comprehensive health and accident insurance policy which provides coverage for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country in which I will be living, working and/or traveling while on the program;
3. I understand that payment for medical expenses overseas may have to be advanced and reimbursement sought later from an insurance carrier;
4. I understand that my program abroad will be rigorous and demanding, and that Residents with emotional issues are advised to consult with their residency program director prior to the program regarding their participation;
5. I absolve *SUNY* of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I may incur while I am abroad;
6. I understand that *SUNY* requires that participants planning to operate a motor vehicle while overseas obtain liability and collision insurance that will cover them in applicable foreign countries;
7. I understand that *SUNY* also recommends that participants in overseas residency electives programs insure their property from loss and theft;
8. I agree to report to *SUNY* any physical or mental condition I have which may require special medical attention or accommodation during the program as soon as possible. I understand that if I fail to report such information to *SUNY* within at least sixty (60) days prior to the starting date of the program, I will not be allowed to participate;
9. As advised by the program's materials, or the Travelers Health section of the Center for Disease Control's internet page, or my doctor, I have ascertained the recommended vaccinations and medications for the area(s) I will be traveling to and I am solely responsible for securing any necessary immunizations prior to departure and for obtaining recommended or required medications needed while abroad.

C. I absolve and release *SUNY* from liability for things and events that arise out of, result from, occur during, or are connected in any manner with my participation in the program and/or any travel incident thereto.

By my signature below, I certify that:

1. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, hold harmless, release and forever discharge *SUNY* and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both.
2. I understand and acknowledge that *SUNY* in no way represents or acts as an agent for transportation carriers, hotels, and other suppliers of services connected with this program and *SUNY* assumes no responsibility or liability, in whole or in part, for any problems, delays, or damages caused by such parties or events beyond *SUNY's* control, such as weather, criminal activity, or civil unrest.
3. I understand and acknowledge that in the event that I become detached from a trip group, 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 group at its next available destination; and that I shall bear all costs involved in contacting and reaching the trip group at its next available destination.

4. I understand and acknowledge that if, due to weather, flight schedules, or other uncontrollable factors, I am required to spend additional nights, *SUNY* will not be responsible for my hotel, transfers, meal costs, or other expenses; and
5. I understand and acknowledge that my baggage and personal property are transported at my risk entirely and, as noted above, *SUNY* also recommends that participants in overseas residency electives programs insure their property from loss and theft.
6. I release *SUNY*, its officers, agents, and employees from any and all liability, damage or claim of any nature whatsoever arising out of, or in any way related to my participation in this program, including but not limited to the medical authorization given to *SUNY*, acts of God, acts or omissions of any third parties (including but not limited to common carriers, hotels, restaurants, host families, or overseas organizations, or other firms or agencies); and
7. I indemnify and hold harmless *SUNY*, its officers, agents, and employees from any damage or liability incurred as a result of any illness I may suffer, including the costs of any medical care, or any injury or damage to the person or property of others which I may cause, or from any financial liability or obligation which I may personally incur, while participating in the program.

D. I acknowledge that I am aware that *SUNY* has the right to make changes to the program.

By my signature below, I certify that I understand that:

1. *SUNY* reserves the right to make changes to the program at any time and for any reason, with or without notice, and that *SUNY* shall not be liable for any loss whatsoever to me by reason of any such change;
2. *SUNY* reserves the right to substitute hotels, accommodations or housing at any time. Specific room and housing assignments and types of housing assigned when arrangements are made by *SUNY* are within the sole discretion of *SUNY*;
3. *SUNY* reserves the right, at its sole discretion, to cancel the program or any aspect thereof prior to departure; and, at *SUNY*'s sole discretion, to cancel the program or any aspect thereof after departure, requiring that all participants return to the United States. In the event that a program is cancelled after the start of the program, *SUNY* will refund only uncommitted and recoverable funds.

E. I acknowledge that I am responsible for my conduct during the period of my participation in this program, am responsible for following through on acceptance and post participation procedures, and am responsible for paying for the program and any related or unrelated costs I may incur.

By my signature below, I certify that:

1. In regard to my conduct while a resident/participant in this study abroad program I understand that:
 - a. All participants in the program are subject to the home institution's regulations and guidelines (including but not limited to those contained in other orientation/hospital materials), *SUNY* and Stony Brook University Hospital's code of conduct, the host organization's/hospital's regulations and guidelines, as well as the laws of the host country. I agree to obey those rules, guidelines, regulations, codes, policies and laws.
 - b. *SUNY* 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 person. Similarly, if my conduct violates any policy or procedure of *SUNY* or the laws of the host institution/hospital or host country, I understand that I may be required to leave the program at the sole discretion of *SUNY*'s employees, agents and representatives, and I may be referred to the appropriate *SUNY* officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the program and I will return to the United States at my own

expense. Further, I understand that I am responsible for any expenses that others may incur due to my actions.

- c. *SUNY* is not responsible for the defense of a participant accused of a violation of the laws of the host country or rules of the host institution or organization and is not responsible for the payment of any fines or other penalties resulting from such violations. I agree to be responsible for any damage or liability incurred as a result of any illness or accident I may suffer, including the costs of any medical care not covered by insurance, or any injury or damage to any person or property of others which I may cause, or for any financial liability or obligation which I may personally incur, while participating in the program.
2. As a participant in this study abroad program, I pledge to conduct myself in a manner that reflects favorably on Stony Brook University Hospital, on *SUNY*, the State of New York, the United States of America, and myself.
3. I understand and acknowledge that the manufacture, distribution, possession, use or sale of controlled substances as defined by New York State and/or U.S. Federal Law, and/or the laws of the host country is prohibited during study abroad. I understand that I will be directly subject to the laws and legal procedures of the host country and host organization/hospital as applied to the use, possession and distribution of illegal drugs, and these will be strictly enforced by local authorities.
4. I understand and acknowledge that 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.
5. 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 *SUNY*.
6. I understand and acknowledge that in order to secure my elective placement and/or housing placement at my overseas host institution, I may be required to submit the appropriate forms to both the Study Abroad Office, Stony Brook University Hospital and to the appropriate office(s) at the overseas institution in a timely manner as specified in acceptance materials by any deadlines noted, and I am personally responsible for any damage or liability incurred as a result of my failure to follow instructions, return necessary required forms, or take any necessary actions required or recommended by *SUNY* or my host institution/hospital.
7. I acknowledge that I have read the orientation materials and understand its content. I agree to abide by the guidelines, rules, and procedures described and outlined in any program specific 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 organization, implementation, and delivery of the program.

F. I authorize the release of my Residency, health, and insurance records as described below.

According to the provisions of Public Law 93-380 (20 USC 1232g-Family Educational Rights and Privacy Act of 1974) and laws concerning the use of medical records commonly referred to as HIPAA, and in connection with my participation in the overseas program indicated above, I hereby authorize the *SUNY* and its officers, agents, and employees, representatives of Stony Brook University Hospital, representatives of my insurance providers, medical staff in whose care I may be, the staff of the organization or institution/hospital I am attending/participating at overseas, to communicate with each other and others whose names I provided in my application or on my Emergency Contact list and provide to them or receive from them any residency, medical, or financial information deemed appropriate to assist with health care, to ensure continuation of residency at Stony Brook University Hospital, or enrollment in insurance (e.g. enrollment verification or other similar documents) or for any other purpose deemed appropriate to ensure my health and safety in, facilitate financing my participation in, and ensure the receipt of academic "credit" for my

program, including the release of an academic transcript or evaluation to Stony Brook University Hospital upon program completion to an address I provide.

I understand that copies of the medical and academic/evaluation records submitted as part of my application or acceptance procedures may be provided to the overseas program staff or the overseas institution that I will attend and, though we request that all records be kept in the strictest confidence, once sent, these records will be subject to the laws of the country they reside in. I waive any requirement that I be furnished a copy of these records prior to or concurrent with their release.

This *Agreement/Release Form* remains effective until my relationship with *SUNY* is terminated, judicial actions resolved, financial accounts are settled, and grades/evaluations recorded, with the exception of Section F, which remains in force until rescinded in writing for specific images or quotes.

I agree that the terms of this *Agreement/Release Form* are to be construed under the laws of the State of New York, and that if any portion thereof is held invalid, the balance thereof shall, notwithstanding, continue in full legal force and effect. 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.

I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this *Agreement/Release Form* and terms of participation.

x _____
Name:

_____ Date:

3/2016