

Conditions of Participation & Statement of Student Responsibility

1 Kipling Road, PO Box 676, Brattleboro VT 05302-0676 USA • 888 272-7881 | Fax 802 258-3296 | admissions@sit.edu | studyabroad.sit.edu

I, the undersigned Student ((the “Student” or first person singular “I”), understand that my participation is wholly voluntary; certify that I am 18 years of age or older; and have agreed to participate in the SIT Study Abroad program of World Learning (World Learning) identified below (the “Program”). World Learning is also referred to interchangeably herein by the name of its academic program unit as SIT Study Abroad. In consideration of the SIT Study Abroad agreement to permit me to participate in the program, the receipt and sufficiency of which is hereby acknowledged, I hereby agree to the following Conditions of Participation:

PERIOD OF ENROLLMENT

The period of enrollment for students ordinarily begins the day of the specified program start date and concludes on the specified program end date. These dates are published in the letter from the director of your program.

SERVICES

Program fees, as billed by SIT Study Abroad, cover all scheduled program expenses during the period of enrollment. Students are expected to pay for the following additional expenses: domestic and/or international travel to the program start location; food and lodging prior to arrival at the orientation site on the date scheduled; baggage insurance; fees for passports, visas, tourist cards, and identification cards; preprogram medical expenses (e.g., inoculations) and prophylactic medicines; travel expenses as part of the Independent Study Project; and expenses for student books and supplies, tips, laundry, telephone calls, SIM cards and cell/smart phones, postage, gifts, beverages that are not a customary part of meals, and all other such expenses. Fees have been established based on all known circumstances at the time of calculation, and no change in them is expected. However, due to the nature of SIT Study Abroad programs and the economics of host countries, SIT reserves the right to change its fees without notice. In the event of a fee increase, students will be provided with a reasonable amount of time prior to the program start date and not less than ten (10) days from the date of notice, in which to withdraw. In the absence of notice of withdrawal, students will be committed to the program. Late fees for expenses incurred by SIT Study Abroad may be billed to the Student.

PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at SIT Study Abroad or receive any service from SIT Study Abroad, I accept full responsibility to pay all tuition, fees, and other associated costs assessed because of my registration and/or receipt of services. I further understand and agree that my registration and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which SIT Study Abroad is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees and other associated costs by the published or assigned due date.)

I understand and agree that if I drop or withdraw from some or all of the classes for which I register, I will be responsible for paying all or a portion of tuition and fees in accordance with the published tuition refund schedule below and as updated from time to time at SIT Study Abroad.

WITHDRAWAL & CANCELLATION

Notification of withdrawal from an SIT Study Abroad program must be submitted in writing. The confirmation deposit credited towards the Student's program fee is nonrefundable and may not be transferred to another semester. Payment of the balance of the program fee is due on the following dates:

- July 15 for fall semester programs
- December 15 for spring semester programs
- May 15 for summer programs

Students are expected to pay the program fee according to this schedule. If payment is not made on schedule, the Student will be withdrawn for nonpayment.

WITHDRAWAL REFUND PROCEDURES

After acceptance to the program, refunds in the event of withdrawal from a program will be made according to the schedule below. Refunds will be calculated from the time SIT is notified by the Student or by the last date of association with the program, whichever is later. The amount of the total refund will be determined by the Office of the Registrar. Any outstanding airfare costs will be refunded at the discretion of the airline carrier and/or SIT. After the refund amount has been determined, balances will be refunded or invoices issued for outstanding funds.

Students withdrawing before the first half (50%) of the semester is over will realize an adjustment of tuition, room and board, excluding the nonrefundable deposit, according to the following schedule:

DATE OF WITHDRAWAL

PERCENTAGE OF ADJUSTMENT

The day of the program's specified start date	100% refund minus the deposit
During the first 10% of the term	90% refund of tuition, room and board
Between 11% and 20% of the term	80% refund of tuition, room and board
Between 21% and 30% of the term	70% refund of tuition, room and board
Between 31% and 40% of the term	60% refund of tuition, room and board
Between 41% and 50% of the term	50% refund of tuition, room and board
After 50% of the term	No refund of tuition, room and board

I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated herein by reference. I further understand that any failure to attend class or receive a bill does not absolve me of financial responsibility as described above.

PROGRAM CHANGES

Although SIT will attempt to maintain its programs as described in its publications, SIT reserves the right to modify, relocate, suspend, cancel, terminate, alter, transition to online delivery, or change a program in any way, including but not limited to altering the Program's itinerary or duration at any time and for any reason in SIT's sole discretion, including but not limited to closure for public health concerns or force majeure, with or without notice. Normally in the event of modification, relocations, suspension, alterations, termination, or cancellation, refund procedures shall follow those set forth above in the Withdrawal Refund Procedures section.

COMMUNICATION

Method of Communication: I understand and agree that SIT Study Abroad uses e-mail as an official method of communication, and that therefore I am responsible for reading e-mails received from SIT Study Abroad on a timely basis.

Contact: I authorize SIT Study Abroad and its agents and contractors to contact me at current and any future cellular phone number(s), email address(es), or wireless device(s) regarding my delinquent student account(s)/ loan(s) or any debt owed to SIT Study Abroad or to receive general information from SIT Study Abroad. I authorize SIT Study Abroad and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails in their efforts to communicate.

Updating Contact Information: I understand and agree to be responsible for keeping SIT Study Abroad records up to date with current physical addresses, email addresses, and phone numbers by contacting the Office of the Registrar at registrar@sit.edu.. Upon leaving SIT Study Abroad for any reason, it is my responsibility to provide SIT Study Abroad with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to SIT Study Abroad.

METHOD OF BILLING

I understand that SIT Study Abroad uses electronic billing (e-bill) as its official billing method and that I am responsible for viewing and paying my student account e-bill by the scheduled due date. I also understand that SIT's preferred payment method is by check and that checks can be done electronically or by credit card knowing that credit card transactions incur an additional fee of 2% of the amount charged. I have been informed that payment types can be processed through the portal. I further understand that failure to review my e-bill does not constitute a valid reason for not paying my bill on time and that e-bill information is available at <https://webadvisor.worldlearning.org>.

COLLECTION OF FEES

I understand that if my student account is overdue it will be sent to collections, and I will be responsible for paying all collection agency fees, which may be based on a percentage at a maximum of 33.3333% of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection in full of my delinquent account and all costs of collection.

BILLING ERRORS

I understand that administrative, clerical, or technical billing errors do not absolve me of financial responsibility to pay the correct amount of tuition, fees, and other associated financial obligations assessed because of my registration at SIT Study Abroad.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS

If a payment made to my student account is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$25.00. I understand that multiple returned payments and/ or failure to comply with the terms of any payment plan or agreement I sign with SIT Study Abroad may result in cancellation of my classes and/or suspension of my eligibility to register for future courses at SIT Study Abroad.

AIR TRANSPORTATION

Students are responsible for arranging and purchasing air and/or ground tickets to and from the specified program start and end locations. In some cases where programs have additional air travel during the program, SIT Study Abroad, as the Student's agent, arranges for scheduled air transportation through an airline or travel agent. Students agree that SIT Study Abroad assumes no responsibility or liability for death or injury to the student or for loss of or damage to property (including baggage) resulting from the provision of air transportation and other services. The passenger contract in use by the airlines, when issued, will constitute the sole contract between the airline and the passenger. SIT Study Abroad will designate the times and ports of departure for any group transportation during the program and will arrange for assembly at the designated times and places. Each student is solely responsible for any missed connections due to failure to assemble in a timely manner. SIT Study Abroad will be in no way liable for the cost of alternate transportation or for any losses resulting from the Student's failure to use the designated transportation or for travel associated with dismissal for conduct, academic, or other policy violations. Upon departure, the Student must present a passport or travel document that matches the information on the passenger manifest or is otherwise approved and acceptable by airlines and immigration authorities. Deportation, failure to allow entry, detention at border crossing, and other immigration or border control actions are not within the control of SIT and all associated costs or expenses are fully the responsibility of the Student.

HEALTH HISTORY & DISCLOSURE

Students participating in an SIT Study Abroad program MUST submit a self-disclosure personal health history to SIT prior to program departure. Health information submitted will be kept confidential. A summary of the Student's health information will be provided to SIT's in-country academic and program directors to support medical conditions and facilitate emergency healthcare. Failure to disclose complete and accurate information on the health form may result in dismissal from the Program. Limitations in local health and mental health resources may mean that SIT redirects a Student to a different SIT program or defers their admission in order to facilitate efforts to provide reasonable accommodations.

VISA PROCEDURES

The Student is responsible for complying with all visa procedures and deadlines as outlined by SIT Study Abroad. Failure to completely and properly comply with such procedures may result in withdrawal of an offer of admission and forfeiture of a space on the program.

PROGRAM RESTRICTIONS & DISMISSAL

Certain activities deemed potentially dangerous to individual safety and program integrity are not permitted and, in the discretion of SIT Study Abroad, may be grounds for disciplinary action up to and including dismissal. These include but are not limited to: motorcycling, hitchhiking, surfing, driving, parachuting, bungee-jumping, hang-gliding, riding in private airplanes, rock climbing, whitewater rafting, scuba diving, base jumping, bridge/cliff jumping, and branding. In addition, students are not permitted to engage in any and all challenges, games, dares, etc. which could be dangerous to health and safety. SIT Study Abroad also prohibits students from participating in, attending, or otherwise engaging in political protests, rallies, demonstrations, or acts of civil disobedience at any time while on the Program. In addition, students may not operate or ride on any two-wheeled motor-driven vehicle (e.g., motorcycle, moped, motorcycle taxi, etc.) or other kinds of recreational motorized transports, except where the transportation is operated by a third-party service provider engaged by SIT Study Abroad for excursion or group activities.

SIT and its employees assume no responsibility whatsoever in connection with losses or other damages resulting from the Student's participation in the Program. SIT, in its sole discretion, reserves the right to dismiss any student for the following reasons: failure to participate fully in all program components; failure to observe published policies or procedures; failure to disclose information requested by SIT (e.g., health information); health conditions that interfere with effective program participation; failure to comply with the provisions of local country laws, regulations, and customs; failure to comply with these Conditions of Participation, [Core Values/Standards of Behavioral Integrity/Code of Student Conduct](#), or conduct that, in the sole judgment of the Office of Student Health, Safety and Wellbeing, is improper, disruptive, or offensive to the host community, potentially detrimental to the health or safety of the Student or other members of the program, or inappropriate for the program or for study in a cross-cultural environment. Examples may include but are not limited to: the use of illegal, hallucinogenic, or otherwise non-prescribed drugs, plants, chemicals, or fungi; sexual misconduct; or excessive or culturally inappropriate alcohol consumption. In the event of dismissal, the normal refund schedule will not apply and no refund will be given. In no event shall SIT Study Abroad be responsible for legal fees or other expenses incurred by the Student for any reason.

Failure to comply with the program restrictions and other SIT Study Abroad policies and procedures, whether or not resulting in dismissal, may preclude the Student from participation in future SIT programs.

ONLINE & SOCIAL MEDIA EXPECTATIONS

I understand SIT Study Abroad's online and social media expectations, as described in the [Core Values/Standards of Behavioral Integrity/Code of Conduct](#).

Failure to comply with this policy may result in program dismissal before or after the Program has begun. In the event of dismissal for these reasons, no refund will be given. In no event shall SIT Study Abroad or World Learning be responsible for legal fees or costs, or other expenses incurred by the Student for any reason.

INDEPENDENT TRAVEL

Students on SIT programs may travel independently except to locations identified as higher risk by the U.S. Department of State, SIT's security provider, the Office of Student Health, Safety, and Wellbeing, or specifically prohibited by the program. SIT defines "independent travel" as travel that: a) occurs during the program's defined enrollment period; b) is independently organized by a student; c) is not part of program activities; d) does not interfere with scheduled program activities; and e) involves an overnight stay.

General Guidelines

- SIT students may choose to undertake independent travel outside the city or country of their program center during the weekend or travel breaks.
- Students may not travel to a U.S. Department of State travel advisory level 3 or 4 or CDC health notice level 3 or 4 without prior written approval from both their academic/program director, the office of SIT Student Health, Safety, and Wellbeing, and their home institution.
- As stipulated in the [SIT Code of Conduct](#), student independent travel must not interfere with SIT academic courses or SIT planned excursions.
- Students must adhere to their home institution's requirements regarding any and all travel policies, including locations.
- Prior to their independent travel, students are required to complete and submit the online Independent Travel Notification form to their academic or program director a minimum of 1 week prior to travel. The student must also notify SIT immediately of any trip interruption or delays in their itinerary.
- Students are responsible for researching any visa implications of cross-border travel. Exiting a country does not guarantee return to that country. SIT will not be liable nor be able to assist if a student is denied re-entry or if a student overstays a visa, or is otherwise subject to immigration enforcement of any kind.
- Leaving the SIT program base for the purpose of independent travel means leaving the proximity of support and resources from SIT local staff. Students will have resources through SIT's international assistance provider and there will be no interruption in their international emergency medical coverage.
- Students choosing to undertake independent travel do so with the understanding that they are solely responsible for all aspects of that travel including logistics and preparations and assume all responsibility for physical, personal, and financial risks associated with their independent travel.

In signing this form the Student indicates that they have read, understood and agree with the [SIT Policy on Independent Travel](#) including all of the conditions and limitations set forth therein.

The Student understands that travel involves inherent risks and that undertaking independent travel means leaving the proximity of support and resources supplied by the Program. The Student also understands that during independent travel they will be solely responsible for all aspects of that travel including logistics, preparations, and all personal and financial risks, including risk of injury or death. Should the Student choose to travel independently, they do so wholly voluntarily and agree that they will comply with all of the conditions and restrictions set forth in the Policy and herein.

Waiver: In consideration of being permitted to engage in Independent Travel, the Student, for themselves, their heirs, personal representatives or assigns, **does hereby release, waive, discharge, hold harmless and covenant not to sue** World Learning Inc., its trustees, officers, employees, and agents from liability **from any and all claims** resulting from any personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, their independent travel.

Indemnification and Hold Harmless: The Student also agrees to INDEMNIFY AND HOLD World Learning HARMLESS from any and all demands, claims, actions, suits, procedures, costs, expenses of any kind, damages, and liabilities, including all reasonable attorneys' fees (the "Losses"), brought as a result of their Independent Travel, and to reimburse World Learning within 30 days of experiencing such Losses.

FAMILY PLACEMENTS

SIT Study Abroad's overseas programs seek to foster increased cross-cultural understanding in students by immersing them in cultures different from their own. SIT Study Abroad homestays are based on daily life in a family and community. Students are expected to assume roles as family members, respect and follow host

family rules as well as World Learning rules, and obey all applicable community, local, state, and national laws, standards of conduct, cultural norms, and regulations. SIT Study Abroad reserves the sole right to make host family placements. Placements are not restricted based on any local characteristics, such as regional accents or dialects, ethnic character of the community, types of industry, economy, or climate, etc.

INSURANCE

For the duration of its programs, SIT Study Abroad provides students with emergency illness and accident insurance. Details of this coverage are specified in the illness and accident policy, which all students should read carefully. This insurance should be considered as supplemental secondary coverage to the Student's own personal insurance. SIT strongly advises students to consult their own advisors regarding health insurance coverage for the duration of Program. Lost, damaged, or stolen personal effects are not covered by World Learning's insurance, and students should avoid traveling with valuable items or have their own adequate insurance for personal property.

PUBLICITY

I understand that future SIT Study Abroad publicity materials, including but not limited to its website, may include statements made by students and/or students' photographs, film or video images, and voices, and I consent to SIT's free and perpetual use of any statements, photographs, likenesses, film and video images, and voices in any medium, including those that SIT obtains from any student, parent, or other source.

HEALTH & SAFETY

Students should review carefully: (a) the information found in each program's Health, Access, and Identity tab; (b) the U.S. Department of State consular information concerning travel to, in, and around the Student's program country (the "Travel Warnings" and "Travel Alerts"), found at [Travel Advisories \(state.gov\)](#); (c) all Centers for Disease Control and Prevention (CDC) travel guidelines and recommendations for the Student's location(s) of travel; and (d) the [Safety Statement](#). In signing this form, the Student agrees that they have read and understands CDC guidelines and the Travel Advisory and is responsible for complying with any recommended or required immunizations, precautions, and procedures set forth in the CDC guidelines and the Travel Advisory. In addition, the Student agrees to comply with these Conditions and with the [policies](#) and procedures of SIT Study Abroad as communicated to the Student from time to time and in the [SIT Study Abroad Student Handbook](#).

ASSUMPTION OF RISK

The undersigned Student understands and agrees that their participation in the Program is wholly voluntary. Although SIT Study Abroad has made reasonable efforts to assure students' health and safety while participating in the Program, there are unavoidable, unpredictable or inherent risks in travel, including but not limited to: (a) those identified in the Health Guidelines, the Travel Advisory, and these Conditions; and (b) those associated with force majeure events, law enforcement actions, strikes, civil unrest, terrorism, military or para-military action, wars (declared or undeclared), insurrections and other armed conflicts, immigration enforcement actions, street harassment, criminal activity and violence, abductions, weather conditions, public health risks, contagious diseases, governmental actions or omissions, acts of God, industrial or commercial accidents, motor vehicle or other transportation-related accidents, food safety risks, allergic reactions, insect-borne, airborne, or waterborne illnesses, animal-related bites, accidents and illnesses, other possibly dangerous or harmful conditions, and any circumstances beyond the sole control of SIT Study Abroad. In signing this form, the Student acknowledges that they are aware of and understand the risks and dangers of travel to, in, and around the Student's Program country, and international travel generally, including the dangers to the Student's health and personal safety posed by the risks described in (a) and (b) above. The Student hereby assumes, knowingly and voluntarily, each of the risks described in (a) and (b) above and all of the other risks that could arise out of or occur during the Program and the Student's travel to, from, in, around, or in any way related to the Student's Program country.

FULL GENERAL RELEASE OF ALL CLAIMS & LIABILITY & INDEMNIFICATION

In signing this form, the Student acknowledges that travel and participation in an SIT Study Abroad program may carry or create risks related to such participation. In signing this form the Student, individually and on behalf of their heirs, successors, assigns, and personal representatives, hereby releases, holds harmless, and forever discharges World Learning, its employees, agents, officers, trustees, volunteers, and representatives (in their official and individual capacities) (the "World Learning Representatives") from

any and all liability whatsoever for any and all damages, losses, or injuries of any kind (including death) that the Student sustains to the Student's person or property or both ("Losses"), including but not limited to any claims, demands, actions, causes of action, fines, judgments, damages, expenses, and costs, including attorney's fees and costs, and including claims of negligence, which arise out of, result from, occur during, or are connected in any manner with the Student's participation in the Program, any independent travel, any activities, or excursions, and all other risks, irrespective of whether they are sponsored, supervised, or controlled by World Learning, except for such Losses as may be caused by the gross negligence, gross misconduct or willful misconduct of the World Learning Representatives.

The Student, including the Student's heirs and assigns, if any, agrees to indemnify and hold harmless the World Learning Representatives from and against any and all Losses. The Student hereby agrees and accepts all responsibility for any damage they personally cause to World Learning property, the Student's homestay family's property, hotel or lodging property, and other accommodations that World Learning arranges for the Student, including the cost of repairs or replacements made necessary by the Student's conduct, including the negligent or careless use of the Student's room, or any part of the property including, without limitation, damages to furniture, appliances, doors, windows or screens, damage of losses from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by the Student, excepting only ordinary wear and tear from normal usage.

PERMISSION FOR EMERGENCY TREATMENT

On rare occasions, a medical or mental health emergency arises when the Student is unable to communicate. Hospital treatment and/or surgery may be required. In most cases, administration of an anesthetic, treatment of an injury, or operation upon an individual cannot be performed without the consent of the patient. To avoid delaying any procedure necessary to safeguard the health of the Student, I hereby grant permission to SIT Study Abroad to authorize medical treatment such as administration of antibiotics, immunizations, anesthesia, and other medications, surgeries, transfusions of blood products, and hospitalization and provision of medical or mental health treatment for the Student. I further agree to indemnify and hold harmless the SIT Study Abroad Representatives from and against any and all Losses relating to any emergency treatment of the Student. In the event any cash payment is required by a treatment facility prior to treatment, I agree to pay such cash payment or, if I am unable to make such payment, I agree to reimburse SIT Study Abroad for any payments made on my behalf in order to secure medical treatment.

CONSENT TO SHARE INFORMATION:

I hereby consent to the sharing or disclosure of the Student's personal information, medical information, education records, and other information within World Learning and externally, including with the Student's home school's officials, for the purpose of administering the Program, participation in the Program, health, safety and wellness reasons, and for all purposes consistent with the sound management and operation of the Program.

This consent to disclosure also includes information related to responding to any incidents involving the Student and/or related to health, safety, behavior, or conduct of the Student and/or the Student's Program group. World Learning may also share and disclose information concerning any conduct or disciplinary matters or hearings with the home school officials of any students involved in such proceedings. World Learning will make efforts to keep such information confidential to the extent possible consistent with the above and will endeavor to seek specific or advance authorization with respect to specific incidents when reasonable, in World Learning's discretion, under the circumstances. The Student agrees, though, that World Learning is not obligated to obtain advance authorization beyond the consent contained herein.

GENERAL

These Conditions and the resources referred to herein represent the complete understanding with SIT Study Abroad concerning the Student's responsibility and liability for the Student's participation in the Program. Should any provision or aspect of these Conditions be found unenforceable, all remaining provisions of the Conditions will remain in full force and effect. These conditions may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Should there be any dispute concerning the Student's participation in the Program that would require the adjudication of a court of law, such dispute or lawsuit must be filed only in a court in Windham County, Vermont, or in the United States District Court for the District of Vermont, to the

--

exclusion of any other court or jurisdiction. These Conditions shall be governed by the laws of the State of Vermont (without regard to its conflicts of laws rules). These Conditions supersede any previous or contemporaneous understandings with World Learning, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of SIT Study Abroad. Handwritten notes or changes to this document will have no legal effect or force.

I have shared the above information with those other parties responsible for payment or with related interest and understand that before signing these Conditions, I have the right to consult with the advisor, counselor, or attorney of my choice.

Program (Please print program title): _____

Program term: Fall Spring Summer

I, _____ hereby attest that I have read, understand, and agree with this document, and by initialing every page of this document, and by adding my digital signature on this page, I am signing this document on my own behalf and in my individual capacity, and that such electronic signature constitutes the legal equivalent of my manual signature.

Student's Signature: _____

Student's Name (Please print): _____

Date: _____

Complete initial blocks on each page and signature block on this page and upload this document to your admissions portal or return to **admissions@sit.edu** | fax (802) 258-3296.

--