



UNIVERSITY POLICY

SUBJECT: STUDENT AFFAIRS **TITLE:** STUDENTS PARTICIPATING IN
EDUCATIONAL ACTIVITIES OUTSIDE
UMDNJ OR ANY OF ITS AFFILIATES

CODING: 00-01-25-55:00 **ADOPTED:** 04/22/02 **AMENDED:** 11/14/08

LAST REVIEWED: 11/14/08

I. PURPOSE

To establish policy for students who wish to participate in University-approved educational activities outside the University or any of its affiliates.

II. ACCOUNTABILITY

Under the direction of the President and the Executive Vice President for Academic and Clinical Affairs, the Vice President for Academic Affairs shall ensure compliance with this policy. The designated Assistant/Associate Dean at each School shall implement this policy.

III. APPLICABILITY

This policy shall apply to all UMDNJ students who wish to participate in University-approved educational activities outside the University or any of its affiliates, whether within the United States or abroad; it does not apply to activities sponsored by or under the direct control or supervision of the University.

IV. POLICY

- A. Any student who wishes to participate, as part of a UMDNJ academic program, in an educational activity outside the University or any of its affiliates shall obtain written approval from the School's designated Assistant/Associate Dean. Prior to granting approval, the designated Assistant/Associate Dean shall require the student to submit information documenting the name and location of the facility hosting the activity and written permission for the student's participation from the host facility.
- B. The School's designated Assistant/Associate Dean shall consider the information provided by the student to determine whether the host facility's program and the proposed educational activity is consistent with the educational program in which the student is enrolled. For facilities located outside the United States, the School's designated Assistant/Associate Dean shall also consult the U.S. Department of State Travel Warnings and Advisories. If the location in which the proposed activity will take place is subject to a United States Department of State travel warning, the designated Assistant/Associate Dean shall not authorize the activity as a University-approved activity.
- C. Students must secure health insurance to provide adequate coverage for any injuries or illnesses sustained or experienced while participating in University-approved educational activities outside the University or any of its affiliates. If studying outside the U.S., the insurance policy must include, but not be limited to, coverage for medical evacuation and repatriation.

- D. All students participating in a University-approved educational activity outside the University or any of its affiliates for either a single activity of an extended period of time or for time periods in which they will likely participate in more than one shorter-term activity (e.g., University-sponsored trips to conferences), must sign a “Waiver and Release Agreement” (see EXHIBITS A and B) prior to embarking on the activity. If EXHIBIT B is not signed and on file prior to the activity, then EXHIBIT A must be signed and filed. These forms are available to students at the office of each School’s designated Assistant/Associate Dean.
- E. Each School of the University shall include the statement concerning waiver and release (see EXHIBIT C) in its catalog and/or student handbook indicating the requirements for students participating in University-approved educational activities outside of the University or any of its affiliates.
- F. The designated Assistant/Associate Dean shall maintain information concerning all approved educational activities outside UMDNJ or any of its affiliates, including identification of the student, the host facility, dates of participation, assurance by the student that required health insurance is in place (included in EXHIBIT A and EXHIBIT B), telephone number or other reliable means of contacting the student and documentation of approval of the activity by the School. The information should be maintained in a manner in which names of host facilities, students and category of educational activity are available for reference.

V. EXHIBITS

- A. WAIVER AND RELEASE AGREEMENT FOR USE PRIOR TO PARTICIPATION IN A UNIVERSITY-APPROVED EDUCATIONAL ACTIVITY OUTSIDE UMDNJ OR ITS AFFILIATES FOR AN EXTENDED PERIOD OF TIME
- B. WAIVER AND RELEASE AGREEMENT FOR USE PRIOR TO PARTICIPATION IN ONE OR MORE SHORT-TERM UNIVERSITY-APPROVED EDUCATIONAL ACTIVITIES OUTSIDE UMDNJ OR ITS AFFILIATES
- C. WAIVER AND RELEASE FOR STUDY OUTSIDE UMDNJ OR ITS AFFILIATES
(For Inclusion in Catalog and/or Student Handbook. This Statement Does Not Eliminate the Need for Students to Sign Waiver Forms).

By Direction of the President:

Vice President for Academic Affairs

EXHIBIT A

WAIVER AND RELEASE AGREEMENT FOR USE PRIOR TO PARTICIPATION IN A UNIVERSITY-APPROVED EDUCATIONAL ACTIVITY OUTSIDE UMDNJ OR ITS AFFILIATES FOR AN EXTENDED PERIOD OF TIME

This is a release of legal rights – read and understand before signing.

I am a student at the University of Medicine and Dentistry of New Jersey (“University”) and have asked and been granted permission to participate in a program of study or educationally related experience (“Program”) outside the University or any of its affiliates.

Name of Program institution, dates of participation and Program contact information:

In consideration for being permitted to participate in the Program, I agree to the following:

1. I have secured, or will have secured before commencing the Program, health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program. If studying outside the U.S., the coverage includes, or will include, medical evacuation and repatriation. I acknowledge that the University has provided me with information concerning the availability of such commercial insurance for my purchase. By my signature below I certify that I have confirmed that my health care coverage will adequately cover me while outside of my area of residence or, if applicable, outside the United States, and hereby release the University, its officers, employees, faculty and agents from any responsibility or liability for expenses or damages incurred by me for injuries or illnesses (including death) that I may incur.
2. I understand that the Program institution or agency is an independent operator and not sponsored by or affiliated with the University in any manner. Notwithstanding any agreement by the University to award academic credit for the course of study I undertake, the University has not required me to participate in the Program in any way, and my academic progress at the University will not be adversely affected if I decide not to participate. I understand that the University has not undertaken any kind of control or supervision over the Program institution, my program of study, my itinerary, travel arrangements or accommodations.
3. I understand that there are unavoidable risks in travel and living away from home, including the risks of transportation, foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions and other unanticipated risks. I will become informed of any recommendations or advisories issued by any United States governmental entity as to the risks of travel to and within my Program location. Knowing these risks, and in consideration of being permitted to participate in the Program, I hereby release and waive, on behalf of myself, my family, heirs and personal representative(s), any claims or potential claims whatsoever for any and all liability for harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature that I may have or that may accrue to me, arising out of or related to my participating in this Program. I further agree to save and hold harmless the University, its officers, employees, faculty and agents, from any claim made by me or my family or personal representative(s) arising out of and my participation in the Program and any travel I undertake in connection with it.
4. I understand that each state and foreign country has its own laws and standards of acceptable conduct, and recognize that behavior which violates those laws or standards could harm the University, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for the location of the Program and will assume the risk of any legal problems I may encounter with any government or controlling administration. The University is not responsible for providing any assistance under such circumstances.
5. I agree that should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of the agreement will remain in full force and effect.

EXHIBIT A (continued)

6. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this release, I have the right to consult with the advisor or attorney of my choice.
7. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, venue will lie in Essex County, New Jersey and that the laws of the State of New Jersey will govern.
8. This agreement represents my complete understanding with the University concerning the University's responsibility and liability for my participation in the Program, supercedes any previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.
9. I represent that I am at least eighteen years of age, or, if not, that I have secured below the signature of my parent or guardian as well as my own.

I HAVE CAREFULLY READ THIS RELEASE FORM BEFORE SIGNING IT.

Student Signature Date

Student Name (printed)

School Official Signature Date

School Official Name (printed)

Parent or Guardian Signature Date
(if applicable)

Parent or Guardian Name (printed)

EXHIBIT B

**WAIVER AND RELEASE AGREEMENT FOR USE PRIOR TO PARTICIPATION IN ONE OR MORE
SHORT-TERM UNIVERSITY-APPROVED EDUCATIONAL ACTIVITIES OUTSIDE UMDNJ OR ITS
AFFILIATES**

This is a release of legal rights – read and understand before signing.

I am a student at the University of Medicine and Dentistry of New Jersey (“University”) and may, during my enrollment at the University, participate in one or more educational or other related programs (“Program(s)”) outside the University or its affiliates. In consideration for being permitted to participate in Program(s), I agree to the following:

1. I have secured, or will have secured before commencing the Program, health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program. If studying outside the U.S., the coverage includes, or will include, medical evacuation and repatriation. I acknowledge that the University has provided me with information concerning the availability of such commercial insurance for my purchase. By my signature below I certify that I have confirmed that my health care coverage will adequately cover me while outside of my area of residence or, if applicable, outside the United States, and hereby release the University, its officers, employees, faculty and agents from any responsibility or liability for expenses or damages incurred by me for injuries or illnesses (including death) that I may incur.
2. I understand that all Program(s) institutions or agencies are independent operators and not sponsored by or affiliated with the University in any manner. Notwithstanding any agreement by the University to award academic credit for the course of study I undertake, the University has not required me to participate in the Program(s) in any way, and my academic progress at the University will not be adversely affected if I decide not to participate. I understand that the University has not undertaken any kind of control or supervision over any Program(s) institution, my Program(s) of study, my itinerary, travel arrangements or accommodations.
3. I understand that there are unavoidable risks in travel, lodging and living away from home, including the risks of transportation, foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions and other unanticipated risks. I will become informed of any recommendations or advisories issued by any United States governmental entity as to the risks of travel to and within my Program(s) location. Knowing these risks, and in consideration of being permitted to participate in the Program(s), I hereby release and waive, on behalf of myself, my family, heirs and personal representative(s), any claims or potential claims whatsoever for any and all liability for harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature that I may have or that may accrue to me, arising out of or related to my participating in any Program(s). I further agree to save and hold harmless the University, its officers, employees, faculty and agents, from any claim made by me or my family or personal representative(s) arising out of and my participation in any Program(s) and any travel I undertake in connection with it.
4. I understand that each state and foreign country has its own laws and standards of acceptable conduct, and recognize that behavior which violates those laws or standards could harm the University, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for the location of any Program(s) and will assume the risk of any legal problems I may encounter with any government or controlling administration. The University is not responsible for providing any assistance under such circumstances.
5. I agree that should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of the agreement will remain in full force and effect.
6. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release, I have the right to consult with the advisor or attorney of my choice.

EXHIBIT B (continued)

7. I agree that, should there be any dispute concerning my participation in any Program(s) that would require the adjudication of a court of law, venue will lie in Essex County, New Jersey and that the laws of the State of New Jersey will govern.
8. This agreement represents my complete understanding with the University concerning the University's responsibility and liability for my participation in any Program(s), including any number of Program(s) I may undertake during my enrollment, and that it supercedes any previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.
9. I represent that I am at least eighteen years of age, or, if not, that I have secured below the signature of my parent or guardian as well as my own.

I HAVE CAREFULLY READ THIS RELEASE FORM BEFORE SIGNING IT.

Student Signature Date

Student Name (printed)

School Official Signature Date

School Official Name (printed)

Parent or Guardian Signature Date
(if applicable)

Parent or Guardian Name (printed)

EXHIBIT C

WAIVER AND RELEASE FOR STUDY OUTSIDE UMDNJ OR ITS AFFILIATES

(For Inclusion in Catalog and/or Student Handbook. This Statement Does Not Eliminate the Need for Students to Sign Waiver Forms).

Students at the University of Medicine and Dentistry of New Jersey may request permission to participate in a program of study or other educationally related experiences ("Program") outside the University or its affiliates. In consideration for being permitted to participate in a non-affiliated Program, students accept the following responsibilities and risks:

1. Before commencing the Program, the student must secure health insurance to provide adequate coverage for any injuries or illnesses sustained or experienced while participating in the Program. If studying outside the U.S., the insurance policy must include, but not be limited to, coverage for medical evacuation and repatriation. The University can provide students with information concerning the availability of such commercial insurance for purchase. Students must confirm that their health care coverage will adequately cover them while outside of their area of residence or, if applicable, outside the United States, and release the University, its officers, employees, faculty and agents from any responsibility or liability for expenses or damages incurred for injuries or illnesses (including death) that may occur.
2. Non-affiliated Program institutions or agencies are independent operators and not sponsored or administered by the University in any manner. Notwithstanding any agreement by the University to award academic credit for a course of study, the University does not require students to participate in such Programs in any way, and academic progress at the University will not be adversely affected by a decision not to participate. The University does not undertake any kind of control or supervision over Program institutions, or a student's program of study, itinerary, travel arrangements or accommodations.
3. There are unavoidable risks in travel and living away from home, including the risks of transportation, foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions and other unanticipated risks. Students are required to become informed of any recommendations or advisories issued by any United States governmental entity as to the risks of travel to and within Program locations. Knowing these risks, and in consideration of being permitted to participate in the Program, students release and waive, on behalf of them, their family, heirs and personal representative(s), any claims or potential claims whatsoever for any and all liability for harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature that they may have or that may accrue to them, arising out of or related to participation in the Program. Students further agree to save and hold harmless the University, its officers, employees, faculty and agents, from any claim made by them or their family or personal representative(s) arising out of participation in the Program and any travel undertaken in connection with it.
4. Students must recognize that each state and foreign country has its own laws and standards of acceptable conduct, and recognize that behavior which violates those laws or standards could harm the University, as well as the student's own health and safety. Students are required to become informed of, and will abide by, all such laws and standards for the location of the Program and will assume the risk of any legal problems encountered with any government or controlling administration. The University is not responsible for providing any assistance under such circumstances.

ANY STUDENT WHO PARTICIPATES IN A PROGRAM OUTSIDE THE UNIVERSITY OR ITS AFFILIATES ACCEPTS THE ABOVE LIMITATIONS AND REQUIREMENTS AND ANY OTHER RELATED PROCEDURES ESTABLISHED BY THE UNIVERSITY.