



Full Name of Student: _____

Full Name of Student's Parent or Legal Guardian (if under 18 years of age): _____

This is a legally binding contract between student and SAI Programs, or if student is under 18 years of age, between student's parent or guardian and SAI Programs. This agreement contains the terms and conditions that govern the parties' relationship. In the event anything in this Waiver / Release conflicts with any other document, including any agreement between the student and the student's sponsoring College/University, the terms and conditions of this SAI Programs' Waiver / Release shall govern the Undersigned's relationship with SAI Programs. The term "Undersigned," as used in this agreement means: a) if participant is at least 18 years of age, Undersigned refers only to participant; or b) if participant is under 18 years of age, Undersigned refers to participant's parent or legal guardian. By agreeing to the terms of this contract and by e-signing at the end of this contract, you consent to the terms herein.

I. PROGRAM

Participant desires to take part in the following program. If participant is under 18 years of age, the Undersigned hereby grants permission for participant to take part in this program:

- **Name of Program:** SAI Study Abroad
- **Name of Host Institution (ex. FUA):** _____
- **Program:** Spring 2022

II. WAIVER

This program involves studying at a SAI institution and may include living with a host family or in an apartment in the host city. Group excursions and social/cultural activities are routinely offered to participants. Some trips may be overnight and involve transportation on a bus and/or train. The Undersigned fully understands that there are certain dangers, hazards, and risks inherent in international travel, the group excursions, and in the activities included in the SAI program and have signed this document in full recognition and appreciation of the dangers of these activities, which dangers include, but are not limited to, physical injuries (minimal, serious, catastrophic) and/or property loss or damage. The Undersigned expressly acknowledges that the participant is not required to participate in this SAI program, but chooses to do so.

The Undersigned therefore agrees to assume and take on all responsibilities in any activities associated with the SAI program. In consideration of, and in return for, the service, facilities and other assistance provided to participants by SAI or its US office (and their governing boards, employees, and agents) we, along with any of our assignees, heirs, distributees, guardians, and legal representatives release SAI and its school institutions from any and all liability, claims and actions that may arise from injury, harm or death to the Undersigned and from loss or damage to the Undersigned's property in connection with these activities. The Undersigned understands that this release covers liability, claims and actions caused entirely or in part by any acts or failure to act by the SAI institution and/or SAI office, including but not limited to negligence, mistake, or failure to supervise by SAI and/or its US office or any damage to property that occurs during non-SAI travel or activities.

The Undersigned agrees that neither SAI Programs, nor its employees, nor its representatives shall be liable to the Undersigned, directly or indirectly, for consequences beyond SAI's reasonable control, including without limitation, Acts of God, criminal acts such as theft, war, terrorism, strikes or other labor actions, acts of government authorities, acts by persons who are not SAI employees, pandemics, epidemics or other health threats, acts by employees of transportation companies, and others. Accordingly, the Undersigned waives all claims, and releases SAI Programs from any liability for any such occurrence.

Check to acknowledge and agree to the Waiver (if under 18, parent/guardian checks)

III. CODE OF CONDUCT

All students attending an SAI program are required to abide by all rules, regulations and procedures established by SAI and the host institution. As a representative of your home college or university, and of your native country, your conduct abroad plays a significant role in cross-cultural understanding. SAI encourages setting goals for yourself in order to achieve the best academic, cultural and personal study abroad experience possible.

A successful study abroad program includes:

- Participating in cultural activities, field trips, excursions and workshops offered by SAI or host school
- Being prepared — familiarizing yourself with your surroundings, learning how to pronounce your address and how to use your apartment keys, etc.

- Getting involved in the local community by joining a local sports team or musical group, attending community service events, religious ceremonies, etc.
- Being respectful of the local culture and traditions; learning the language
- Active and regular participation in courses and academic activities

SAI imposes a 12am curfew during the first 48 hours after program arrival day. Please note: SAI reserves the right to place a student on probation and/or to dismiss a student from the program on the basis of conduct that causes concern for the student's safety and well being, or the safety and well being of others.

SAI has a zero-tolerance policy regarding excessive alcohol consumption (drunkenness), prescription and illegal drug abuse, both publicly and privately. If, by any means, the SAI on-site staff becomes aware that you have engaged in excessive consumption of alcohol or use of illegal drugs, you will be immediately subject to probation or expulsion from the program. SAI strongly encourages you to avoid situations in which excessive alcohol consumption and/or drug use is present. Information regarding conduct found to be disruptive to the SAI program may be released to your home institution's study abroad office.

This conduct includes, but is not limited to:

- Violation of local laws
- Violation of host school or SAI housing rules and regulations
- Actions that, in the opinion of SAI, jeopardize your welfare or the welfare of others
- Damage to, or destruction of, school, residence, or student property
- Reckless or dangerous behavior
- The use of threats or physical violence
- Excessive alcohol consumption, substance abuse or use of illegal drugs
- Excessive absence from classes and academic activities

The President of SAI has the authority to make the final decision on a participant's dismissal from the program.

Conduct Related to COVID-19

By signing this contract, you agree to the following additional conduct measures related to COVID-19:

- Abide by all local measures and regulations, including travel restrictions, curfews, and quarantine, to curb the spread of the virus;
- Alert SAI staff immediately if you are having any symptoms related to COVID-19; and
- Limit travel outside of your host country for the duration of the program, and assume any risks that such travel entails if you choose to do so.
- Complete the SAI Independent Travel Form when leaving host city overnight.

Furthermore, you acknowledge the contagious nature of COVID-19, and choose to study abroad during this time at your own risk. You understand that you may be exposed to or infected by COVID-19 while attending this program and that such exposure or infection may result in personal injury, illness, disability, and potentially death.

- **Check to acknowledge and agree to the SAI Code of Conduct (if under 18, parent/guardian checks)**

IV. TRANSCRIPT RELEASE/SECURITY DEPOSIT REFUND

SAI reserves the right to withhold a transcript in the case of unpaid balances due to SAI, its academic institutions or any SAI agent. Security Deposits and any other monies held will be refunded in full within 90 days of the end of a term minus any apartment damages or unpaid balances due to SAI, its academic institutions or any agent, contractor or program partner. Transcripts will be released once all accounts are paid in full.

- **Check to acknowledge and agree to the Transcript Release/Security Deposit Refund Policy (if under 18, parent/guardian checks)**

V. CANCELLATIONS AND REFUNDS

Enrollment Cancellation Policy

Check-in day is considered the start of the term. The application fee and confirmation deposit are not refundable. Further program cost liability is based on the date on which SAI receives a cancellation request using the online *SAI Cancellation & Deferral Request Form*.

Florence (FUA), Rome (JCU, NABA), Milan (NABA), Sorrento (SA), Siena (SIS), Barcelona (UAB, UPF, CETT, UVic, BCN Internships):

- 36 or more days before the start of term: full refund is provided (minus the non-refundable confirmation deposit and application fee)
- 35 – 8 days before the start of term: liable for 50% of the program cost
- 7 days or less before the start of term: liable for 100% of the program cost

All other programs*:

- 76 or more days before the start of term: full refund is provided (minus the non-refundable confirmation deposit and application fee)
- 75 – 36 days before the start of term: liable for any costs that are not recoverable, up to 30% of program cost
- 35 – 8 days before the start of term: liable for 50% of the program cost
- 7 days or less before the start of term: liable for 100% of the program cost

**Please note that we are actively working on pushing back liability deadlines, and will update this policy as we are able.*

Program cost includes all costs associated with enrollment (including program add-ons and any optional or additional fees).

Please note that if a student's home institution cancels a study abroad program prior to the SAI cancellation policy going into effect and the student is no longer permitted to study abroad, all program fees paid, including the confirmation deposit, will be refunded (the application fee is non-refundable). If a student's home institution cancels after the SAI cancellation policy goes into effect, SAI will make every effort to refund any recoverable costs.

Enrollment Deferment

Students who have confirmed their enrollment with payment of program deposit/s may defer their enrollment to a future term that starts within one calendar year of the original term by submitting the online *SAI Cancellation & Deferment Request Form* 36 or 76 days (program dependent) or more prior to the original program start date. Students who subsequently cancel their enrollment for the new term are liable for the enrollment cancellation penalty of higher value (either the original or new term).

Housing-Only Cancellation Policy

If a student chooses to cancel his or her Housing Request to seek independent housing, the following cancellation policy applies, based on the date that SAI receives the *Independent Housing Request Form*. Please note that by withdrawing from housing, students relinquish any access to SAI housing throughout the program.

- 76 days or more before the start of term: student receives an 85% reduction in housing services cost.
- 75 days or less before the start of term: student is liable for 100% of the housing services cost.

Program Cancellation

SAI does not determine course offerings abroad nor is SAI responsible for course or program cancellations made by host schools. The host schools reserve the right to cancel courses/programs up to four weeks prior to the start of the term should the minimum number of required students for a course or program not be met. If a course/program is canceled prior to program start, students will be offered an alternate course/program. In certain circumstances SAI may be able to offer a deferment on enrollment, allowing students to register for a future term. However neither SAI nor the host schools are responsible for any fees incurred due to program cancellation (including airfare charges). For this reason, SAI strongly recommends that students always select an alternate course/program and/or purchase travel and tuition insurance.

Should a program be canceled because of Acts of God, criminal acts such as theft, war, terrorism, strikes or other labor actions, acts of government authorities, acts by persons who are not employees of SAI Programs, pandemics, epidemics or other health threats after the program start date, no refund amount can be guaranteed, although SAI Programs will make all reasonable efforts to seek refunds from third parties for costs not yet incurred.

- Check to acknowledge and agree to the Cancellations and Refunds Policies (if under 18, parent/guardian checks)**

VI. TRAVEL AND ENTRY REQUIREMENTS

It is the sole responsibility of the student to ensure that all necessary travel documents are procured and in his or her possession prior to program start. Student visas may be required. SAI will provide advice and assistance with travel and visa requirements, but students assume complete and full responsibility for verifying any and all entry requirements and obtaining a student visa, if required. Failure to meet any travel requirements, including obtaining a visa, is not considered a valid basis for a refund.

- Check to acknowledge and agree to the Travel and Entry Requirements (if under 18, parent/guardian checks)**

VII. PARENT/GUARDIAN COMMUNICATION

I give SAI permission to speak with my parent(s) or guardian regarding any matters, including financial, that may arise related to my enrollment and participation in the SAI program.

- Yes, I give permission**
- No, I do not give permission**

VIII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) RELEASE

I understand that under the provision of the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g, my records at SAI cannot be released to a third party without my approval. SAI must have signed consent from me before

educational information can be released to a third party. This waiver will be used in conjunction with SAI study abroad programs only. I hereby grant permission to authorized personnel at SAI to release my academic and other records described below and/or the information contained therein to my Home institution, parents or legal guardians, and all appropriate U.S. and foreign governmental agencies. The purposes of this release are to keep SAI and my home institution advised of my progress in the study abroad program in which I am participating and to permit SAI to provide information as requested or required by U.S. and foreign governmental agencies. The records and information I authorize to be disclosed by SAI are:

- Academic transcript or other records relating to my academic performance;
- Records reflecting disciplinary issues, sanctions or proceedings;
- Information regarding health, medical or emergency situations during my study abroad program;
- Records reflecting financial aid and student accounts affecting my status at SAI;
- Other personally identifiable information as deemed necessary by SAI.

I understand that by signing this release form I am voluntarily waiving certain rights granted to me by FERPA. Furthermore, I understand that I have the right to revoke my consent at any time by notification in writing to SAI.

I authorize release of my records to the individuals/parties identified above. I acknowledge by my signature that I understand that, although I am not required to release my records to these individuals, I am giving my consent to release the information. I understand that this release remains in effect until I revoke this permission in writing. I also understand that if I am under 18 years old, SAI can disclose such information to parents and legal guardians regardless of consent.

- Yes, I authorize release of my records**
- No, I do not authorize release of my records**

IX. PHOTO & VIDEO RELEASE

SAI may use any photo and/or video recordings of SAI Programs students while attending the program for promotional purposes on SAI websites, publications, promotional flyers, educational materials, derivative works, or for any other similar purpose. SAI may identify students by name and/or title to accompany photos and/or video recordings.

X. GOVERNING LAW

This contract shall be governed by and enforced in accordance with the laws of the State of California. If a dispute arises with respect to the enforcement of this contract or if any legal proceeding shall be brought to enforce or interpret any provision in this contract, or to recover damages for breach of this contract, such action shall be brought in the Superior Court for the County of Sonoma, the location of SAI Programs' U.S. office. The party not prevailing in such dispute or legal proceeding shall pay any and all costs and expenses incurred by the other party, including without limitation, court costs and reasonable attorneys' fees.

SIGNATURE

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE SIGN BELOW.

I UNDERSTAND THAT BY SIGNING BELOW, I AGREE TO THE WAIVER AND RELEASE OF LIABILITY AND OTHER TERMS AND CONDITIONS, AS STATED ABOVE, AND THAT MY SIGNATURE MAKES THIS A LEGALLY BINDING CONTRACT.

Signature of student, student's parent, or legal guardian:

Name (please print): _____

Date: _____

Signature: _____

Please print this form, complete all highlighted portions, sign it (no digital signatures), and return to SAI via email: admissions@saiprograms.com (via photo or scan).