

## **ADULT COMPANION AGREEMENT AND RELEASE**

This Agreement is between Indiana University (IU), the undersigned IU employee (the IU Employee), and the undersigned spouse/partner who will be accompanying the IU Employee on an IU education abroad program (the Companion).

The Companion understands and agrees to the following:

- 1. Any arrangements that may be facilitated for me during the education abroad program, including but not limited to the provision of travel and housing, are being provided to me as a courtesy only. IU has no obligation to make such arrangements. I understand that, as an adult companion of the IU Employee, I am not allowed to attend any formal or informal program activities, which include but are not limited to: in-country travel; excursions; guest speakers or networking events; visits to organizations, businesses, or service sites; and instructional sessions.
- 2. I understand the risks and the scope of the activities involved in my accompanying the IU Employee and that certain risks are inherent in foreign travel. These risks may include, but are not limited to, such things as war, quarantine, civil unrest, public health risks, criminal activity, terrorism, exposure to communicable diseases, ill effects of unfamiliar food and water, incidents related to ground, air or water transportation, adverse weather conditions, accident, injuries or damage to property, and other physical, mental, and emotional injury. I agree to assume these risks, including the risk of catastrophic injury or death.
- 3. I must independently arrange and pay for my own comprehensive health and accident insurance plan.
- 4. I assume full legal and financial responsibility for all costs associated with my stay abroad, including but not limited to all costs associated with illnesses or injuries, including any costs arising out of, or as a result of an epidemic or pandemic, travel restrictions, or program cancellation.
- 5. In the event that I am unable to do so myself, I grant IU, its employees, agents, and consortium partners full authority to act in an attempt to safeguard and preserve my health and safety while abroad, including authorizing routine or emergency medical treatment on my behalf and at my expense and, if necessary, returning me to the United States at my expense.
- 6. I am responsible for my behavior while accompanying the IU Employee on the program. I understand that I cannot represent the program or IU Education Abroad or any other department or office of Indiana University in any official capacity. I will respect and abide by the laws and customs of the host country; any rules, regulations or standards of conduct adopted by IU with regard to this program; and all applicable public health and safety measures, including related to an ongoing epidemic or pandemic.



- 7. Indiana University does not represent or act as an agent for, and cannot control the acts or omissions of, any other provider of services involved in the program or activities.
- 8. In consideration for being permitted to accompany the IU Employee on the program, I, my heirs, successors, assigns, and personal representatives agree to indemnify, hold harmless, release and forever discharge Indiana University, its trustees, employees, agents, and cooperating institutions and their offices and agents from any and all claims, liabilities, losses, and expenses, including reasonable attorney's fees, for any injury, loss, or damage suffered to any person or personal property, including catastrophic injury or death, arising out of or relating to my accompanying the IU Employee on the program (including those related to travel to and from the program site), to the fullest extent provided by law.
- 9. The interpretation and performance of this Agreement shall be construed in accordance with the laws of the State of Indiana, and any litigation arising out of this Agreement shall be venued in the State of Indiana and governed by the laws of the State of Indiana.
- 10. If my conduct is determined to be detrimental to the best interests of the program, I will lose any privileges I may have been granted to accompany the IU Employee on the education abroad program. The determination of inappropriate conduct is at the sole discretion of the IU program administration and/or partner institution, with the concurrence of the Associate Vice President for Education Abroad and/or other appropriate representative of the IU Office of the Vice President for International Affairs. Similarly, I agree to leave the host city if requested to do so by the IU program administration and/or officials of the partner institution, and, in such a case, I will take responsibility for all costs and arrangements for my relocation and/or return to the US.
- 11. A determination that my conduct is detrimental to the best interests of the program or Indiana University may also lead to the termination of the IU Employee's position with the program.

Companion name (printed)	
Companion signature	
Date	



## **IU EMPLOYEE AGREEMENT**

I agree that I will accept termination of my position with the program and take responsibility for transportation costs home if the conduct of my Companion is determined to be detrimental to the best interests of the program or IU, such a decision to be at the sole discretion of IU program administration and/or the partner institution, with the concurrence of the Associate Vice President for Education Abroad and/or other appropriate representative of the IU Office of the Vice President for International Affairs.

IU Employee name (printed)
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IU Employee signature
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Date