



## **CONTRACT OF PARTICIPATION for Degree- and Non-Degree Programs**

This Contract of Participation is entered into by National University of Natural Medicine (“NUNM”) and the undersigned applicant or participant, who is also referred to herein as “student” “me” or “I”.

I understand that I am expected to:

- Exhibit sensitivity to the host culture;
- Respect and follow the rules and expectations as mandated by my home and host institutions;
- Adhere to local rules and laws; and
- Accept and respect the NUNM host family agreement policies.

NUNM reserves the right to require withdrawal of any participant for reasons of, in NUNM’s sole determination, unacceptable personal conductor academic participation. A participant shall not be entitled to any refund if dismissed by NUNM.

The process for dismissal may proceed as set forth in this paragraph. However, NUNM reserves the right to accelerate the disciplinary action as determined in the sole and absolute discretion of NUNM. The Program Director will usually notify a participant of a concern initially as a verbal warning. However, should a further or new violation occur the Program Director may issue a written warning. Subsequently, the Program Director and participant may craft a “last chance” agreement. Participants will be dismissed from the program and sent home immediately upon any violation of the terms of the “last chance” agreement, and such dismissal shall not be appealable. NUNM reserves the right to dismiss a participant immediately if the Program Director or NUNM, in their sole and absolute discretion, believes immediate dismissal is warranted.

### **Please read the following rules to which you agree by signing this Contract:**

- I agree to the terms of the NUNM Cancellation Policy, which is posted on the NUNM website, at [www.nunm.edu](http://www.nunm.edu) and in the NUNM Course Catalog, and which is incorporated into this Contract of Participation by reference.
- I agree to read and comply with the policies set forth in the program handbook and “How to Serve & Learn Abroad Effectively”, which are incorporated into this Contract of Participation by reference.

- I agree to maintain academic, public, and personal behavior which is acceptable to NUNM and the Program Director.
- I agree to first establish direct communication with the on-site Program Director should I have a programmatic question or safety concern. In turn the Program Director may speak directly with the NUNM staff as necessary.
- I understand that as an adult (over 18 years of age), I am solely responsible for my participation in this program. As such, and except as set forth in this Contract, any and all communication regarding program issues or questions will be between NUNM and me. Should my parent or guardian need information about my program, I will secure the information from NUNM and convey the information to them directly as needed. As a condition of my participation, I will sign a release of information authorizing NUNM and its representatives to share my personal information on a need-to-know basis with the person(s) I designate.
- I understand and recognize that the in-country Program Director has the authority to make program decisions on behalf of NUNM. I also recognize that the Program Director may designate or delegate to others affiliated with the program to authority to make decisions on behalf of NUNM.
- I agree to serve under the direction of service agency supervisors and abide by the philosophy, structure, and regulations of the agency.
- I agree that I will not participate in any political activities during the time I am in the program.
- I understand that use or possession of illegal drugs in any form are not tolerated and are grounds for immediate dismissal.
- I understand that violent behavior will result in immediate dismissal.
- I understand that sexual behavior deemed by the Program Director to be disruptive to the program or offensive to the host culture may result in immediate dismissal.
- I understand that I must abide by all laws and practices of the host country. I understand that violations of law are referred to and handled by the appropriate law enforcement authorities. NUNM may not participate in any legal response or defense, and often there is very little NUNM can do to help.
- I understand that if I decide to remain in the host country or travel elsewhere after the end of the program, I am solely responsible for all consequences associated with so doing, including but not limited to: (a) changing the date of my airplane ticket to accommodate the delayed departure; (b) ensuring that

my visa will cover any travel; (c) my own travel, living, safety and security; and (d) my health insurance, which I understand ends as of the published program departure date.

- I understand that ALL academic work must be completed and submitted before the program's end date. I agree that it is my responsibility to ensure that the appropriate faculty member receives this work.
- I understand that as a student of NUNM, I will be viewed as a representative of my country, my family, and NUNM. It is my intention to act as a goodwill ambassador and conduct myself in an appropriate and respectful manner. I understand that failure to conduct myself appropriately and respectfully may result in immediate dismissal.
- I understand it is my responsibility to obtain a passport and complete the required steps to obtain a visa for the host country, if necessary, and to make sure I have a passport and the correct visa documents before departure from the United States. I understand that the applicable foreign Consulate or Embassy has the sole discretion to decide whether, when, and with what limitations to grant any and all visas, and neither NUNM nor any of its employees or affiliates can become involved in this process in any way. I agree that I will begin the passport and visa application process (if required for my program) as soon as the visa regulations allow (initial)\_\_\_\_\_.
- I agree that I will follow the most updated visa requirements that are available from the foreign Embassy or Consulate in my jurisdiction (initial)\_\_\_.
- I agree that failure to secure a passport or visa WILL NOT release me from my contractual and financial obligations to NUNM (initial)\_\_\_\_\_.
- I understand that NUNM does not own or control the environment of the host program and cannot foresee risks that may be present in the host program, the environment or the location. I further acknowledge that I am voluntarily participating in the host program and I accept all risks associated with the program, environment, and location.
- I understand that NUNM accepts no responsibility for loss, damage, or injury resulting from delay or any kind of negligence of any transportation company, agency or service, or from any other cause whatsoever.

- I understand that the following inherently dangerous activities are neither covered by program insurance nor condoned by NUNM: mountaineering (where ropes or guides are normally used), hang gliding, parachuting, bungee jumping, racing by horse, racing by motor vehicle, racing by motorcycle, racing by bicycle, and para-sailing and any similar activities. If I participate in any of these activities, I understand that my participation is at my own risk and I accept sole responsibility for the consequences of my participation.
- I agree to indemnify and hold harmless NUNM, and its directors, officers, employees, and agents from any and all claims, losses, injuries, causes of action, liabilities, judgments, defense costs, attorneys' fees, and expenses, including expert witness fees, which NUNM may incur or suffer arising out of or relating to my participation.
- I agree to assume all responsibility for any and all debt incurred during the program, including the cost of telephone calls (including modem usage), wire transfers, transportation, or living expenses.
- I agree to the terms of NUNM's health insurance policy and understand that it is mandatory and included in the cost of the program.
- I agree that I shall not be entitled to any refunds for any reason, whether I voluntarily leave the program or I am dismissed or expelled from the program. Nor shall I be entitled to any refund in the event the program is terminated as a result of acts of god, war, political unrest, pandemic, epidemic, forces of nature or other events outside NUNM's control.
- I understand that NUNM cannot guarantee that my home institution will accept the academic credit of this program or that I will remain actively enrolled in my home institution while participating in the program. It is my responsibility to verify the above with my home institution prior to departure.
- I understand and agree that should I be dismissed or expelled from the program for any reason, NUNM will notify certain persons listed by me on my application, and my signature hereby authorizes NUNM to so notify these persons; I hereby disclaim any right of confidentiality/privacy under FERPA or any other State or Federal law as to such information.
- I agree to participate fully in the program by attending all planned activities, including activities required by either the program itself or by the leaders of the program in which I am enrolled. Regardless of any on---campus class attendance policy, I understand that I am expected to attend all classes.
- I understand that I am solely responsible for any and all costs or fees arising out of my voluntary or involuntary withdrawal from the program, including costs or fees resulting from withdrawal caused by illness or disciplinary action.

- In consideration of being afforded the opportunity to participate in this program, I, for myself, my relatives, my heirs, my successors and my assigns, release and hold harmless NUNM, the college of the host country, service agencies and any other participating organization, and their members, officers, directors, agents, and employees, from and against any and all claims and causes of action, whether known or unknown, whether in tort, contract, or under state, federal, or foreign law, as well as from any and all liability, remedies, equitable relief, damages, attorneys' fees, interest, and costs, which I may suffer that arise out of or relate to my participation, including but not limited to damage or injury from ordinary negligence. I understand and I am knowledgeable about the possible dangers of travel, including but not limited to: terrorism, hijacking, kidnapping, serious bodily injury, and death. I, for myself, my relatives, my heirs, my successors and my assigns, hereby assume any and all risks associated with participation in the program.
- I understand that this Contract of Participation, along with any documents incorporated by reference, exhibits, appendices, addenda, schedules, and amendments, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that the parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Contract of Participation, made by or on behalf of any other party or any other person or entity whatsoever. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance.
- This agreement, and the provisions hereunder, may not be assigned by the participant without the express written consent of NUNM.
- I understand that this Contract of Participation shall be interpreted and enforced in accordance with the laws of the State of Oregon as a contract to be performed in the State of Oregon by persons domiciled in Oregon. The exclusive venue for any lawsuit arising out of/relating to this Contract of Participation shall be the state or federal courts of the State of Oregon. I understand that this Contract of Participation shall be binding upon and may be enforced against my assigns, heirs, executors, administrators and other legal representatives.

**I have read the above conditions and my signature indicates that I agree to them.**

Print Applicant/Participant Name: \_\_\_\_\_

Applicant/Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_