DukeEngage Participation Agreement

Experience:
______________________X___________________________________________ ("Experience")

Type of Experience (check one): ☐ Group Experience ☐ Individual Experience

Student Full Name: ___________________________________________________ ("Student")

Parent or Guardian (one must sign) *
☐ Parent Full Name: _______________________________________________ ("Parent")
☐ Guardian Full Name: ____________________________________________ ("Guardian")

This three-party agreement (hereafter “Agreement”), with an effective date of ___________, 20XX ("Effective Date"), is by and amongst 1) Duke University, a North Carolina nonprofit corporation based in Durham, North Carolina, by and through its DukeEngage program (hereafter “Duke” or “DukeEngage”), 2) Student, and 3) Parent/ Guardian. For good and valuable consideration, including DukeEngage financial support, each of Duke, Student, and Parent/Guardian agrees as follows:

1. Experience Description

A description of the Experience is set forth on Annex 2 hereto (the “Experience” or “Experience Description”), as understood based on the remainder of this Section 1.

A. Individual Experiences: If Student is having an Individual Experience, Student and Parent/Guardian each acknowledge and accept that:

- Student, alone, planned the Experience, prepared the Experience Description and is responsible for executing the Experience.

- DukeEngage chose to fund the Experience based on an evaluation of its merits. DukeEngage makes no representations as to the health, safety and welfare profile of the Experience.

- If Student seeks to make changes to the Experience before it begins or during the Experience, Student must obtain advance written approval from the Associate Director of Operations for DukeEngage. Absent such written approval, Student will faithfully adhere to the Experience Description and any deviations from the Experience Description are the sole responsibility of Student.

- Duke reserves the right to require Student to add, modify, or remove elements of the Experience, or to cancel the Experience, as Duke reasonably determines to be necessary based on, without limit, changed conditions or an emergency.
B. **Group Experiences:** Duke relies upon third party providers to help administer, monitor, or assess the ongoing delivery of some Group Experiences. Student and Parent or Guardian each understand, acknowledge, and agree that

- Duke University is not an agent of the third party and the third party is not an agent of Duke University. Duke is not responsible for the acts or omission of any third party.
- Student may be required to sign legal agreements with a third party as a condition of participation in the Experience.
- Duke has a reasonable accommodations process through which Student can request disability accommodations. Student and Parent/Guardian can find information about this process here: [https://access.duke.edu/](https://access.duke.edu/). Duke encourages Student and Parent or Guardian to raise any potential concerns or modifications that they may need to request as early as possible by contacting the Student Disability Access Office.
- Duke reserves the right to add, modify, or remove elements of the Experience, or to cancel the Experience, as Duke reasonably determines to be necessary based on, without limit, changed conditions or an emergency.

C. **Activities That Are NOT Included in Group or Individual Experiences:** The following activities are NOT included in any DukeEngage Experience: hitchhiking, driving a motor vehicle; riding a moped or motorcycle, flying in a private plane, skydiving, skiing, bungee jumping, and horseback riding. In addition, unless explicitly identified in the Experience Description, the following are not included in any DukeEngage Experience: activities that take place on bodies of water or streams and crossing national borders.

2. **Student Obligations**

A. **Eligibility Requirements:** To be eligible to participate in the Experience, Student must be a currently-enrolled Duke student who:

- Will have completed two semesters of coursework at Duke prior to the start date of the Experience
- Plans to and commits to return to the Duke campus within six months after the Experience and thereafter complete at least one additional semester at Duke.

B. **Student Standing:** Student must remain in good academic standing and not be on disciplinary probation between the signature date of this Agreement and the end of the Experience. Student must promptly notify DukeEngage of any changes to academic or disciplinary status between the date of this Agreement and the end of the Experience.

C. **Behavior Standards:** Without regard to this Agreement, during the Experience, Student and Parent or Guardian each understand and acknowledge that Student is and remains subject to the behavioral requirements and process established by Duke for a Duke student.

Student and Parent/Guardian acknowledge the requirements set forth in the Duke Behavior Standards generally assume Student is located on Duke’s main campus in Durham, North Carolina. Duke will apply the Duke Behavior Standards in its discretion given the unique circumstances of the Experience (such as, without limit, the location and duration of the Experience), and application of the Behavior Standards may not be the same as it would be if the Student were located on Duke’s main campus.

In addition to Duke behavior standards, a third party who helps to implement a Group Experience may have its own standards and processes to which Student must accept or agree as a condition of the Experience. Student and Parent or Guardian each understand, acknowledge, and agree Duke Behavior Standards and third-party behavior standards may provide different rights and levels of protections.

D. **DukeEngage Policies:** While participating in the Experience, Student and Parent or Guardian each understand, acknowledge, and agree that Student is subject to and must comply with all DukeEngage rules and requirements as they presently exist or are changed in the future. These can be found at [DukeEngage Policies and Requirements](http://studentaffairs.duke.edu/conduct/about-us/duke-community-standard).

E. **Full Participation Commitment:** DukeEngage Experiences are designed for a full-time commitment of 56 sequential days, exclusive of travel to and from Experience location. Absent advance written approval from DukeEngage, Student must be present for and participate fully in all elements of the Experience as set out in the Experience Description.

Towards this requirement, unless explicitly approved by DukeEngage in writing, Student will not have any other obligation or commitment of any type during the Experience that overlaps with or interferes with Student’s ability to participate fully in the Experience. Other obligations and commitments that student may not have include, without limit, (a) other funding for summer experiences, (b) employment, (c) personal travel, (d) research or volunteer activities unrelated to the Experience, (e) enrollment in classes of any sort (credit or non-credit), or (f) other academic commitments (with the exception of Study Abroad/DukeEngage hybrid programs).

F. **Pre-Departure Requirements:** Student must complete all pre-departure components established by DukeEngage, including without limit, registration, two site-specific orientation sessions, the Fortin Foundation Academy, the pre-departure physical and obtaining vaccinations (if required by Experience). See DukeEngage Pre-Deparature Policy.

Student will not be permitted to participate in the Experience unless and until Student completes all pre-departure requirements. If the Experience begins before this occurs, Duke reserves the right to terminate Student’s participation in the Experience.

G. **Completion Commitment:** Student may not voluntarily withdraw from the Experience without prior written permission from the Associate Director of Operations. If
Student withdraws from the Experience without prior permission, Duke will not place or will remove the DukeEngage designation from the Student’s transcript and Student may be required to reimburse Duke for an amount equal to the actual expenses incurred by Duke to support Student in the Experience. See Withdrawal and Termination Policy.

H. Compliance with Law Obligation: While participating in the Experience, Student must comply with all applicable U.S. and country-specific laws and regulations, including laws with respect to the purchase, possession, or consumption of alcohol or illicit drugs. In the event of a legal matter during the Experience, Student is responsible for all penalties, costs, and legal fees associated with the incident.

I. Reporting Obligation: Student must immediately notify Duke or the third party fulfilling any element of the Experience if Student is a victim of a crime or if the police or a security authority questions, detains, or arrests Student, except where relevant law provides Student the option of not reporting the event to Duke or a third party.

3. Delayed, Suspended, or Terminated Participation in Experience

Student and Parent/Guardian each understand, acknowledge, and agree that DukeEngage may delay, suspend, or terminate Student’s participation in the Experience, either prior to departure or during the Experience, if DukeEngage determines, in its sole discretion, that:

- Student has violated the terms of this Agreement, including without limit, any of the Student Obligations in Section 3 or any DukeEngage Policy and Requirement.
- Student participation in the Experience poses or will pose a risk to the health, safety, or welfare of the Student or others.
- Student participation in the Experience is materially disrupting (or is anticipated to materially disrupt) the Experience for others.

Student and Parent/Guardian each understand, acknowledge, and agree that if Duke suspends or terminates Student’s right to participate in the Experience while Student is on it, Student must leave the Experience immediately.

The Withdrawal or Termination Policy sets forth the financial implications of DukeEngage suspending or terminating Student’s right to participate in the Experience including, without limit, requirements that:

- Student and Parent/Guardian must pay the expenses necessary for Student to return to outbound airport or city of origin.
- Student and Parent/Guardian may owe and be required to pay to Duke the costs incurred by Duke for the Student in connection with the Experience or planning for it.
• Student and Parent/Guardian may owe and be required to pay to Duke a portion or all of the DukeEngage Stipend.

4. Health and Safety

A. New Environment: Student and Parent/Guardian understand, acknowledge, and agree that adjusting to a new environment, which often involves being away from current support systems, can be a stressful and emotionally challenging experience for anyone. Parent/Guardian acknowledges these challenges and agrees to identify and provide additional support, as necessary, based on Student’s individual circumstances.

B. Maintaining Health and Obtaining Medical Care: Student and Parent/Guardian understand, acknowledge, and agree that Student is fully responsible for proper care and maintenance of Student’s health during the Experience, including promptly seeking medical care when reasonably necessary and taking all medications as directed. If informed of a medical need, Duke will provide reasonable assistance to Student.

C. Access to Medical Care: Student and Parent/Guardian understand, acknowledge, and agree that access to and/or the quality of medical care and treatment protocols in the location of the Experience may differ significantly from that to which Student is accustomed. Duke makes no representation or warranty with respect to access to medical care and medical care facilities while Student is participating in the Experience.

D. Medical Care Expenses: Student, Parent or Guardian understand, acknowledge, and agree that all medical expenses incurred during and after the Experience (including during travel to and from the Experience site) are solely the responsibility of Student and Parent/Guardian, including if Duke consents to medical evaluation or treatment pursuant to Section 5.G below. Medical providers often require patients to pre-pay medical care expenses and may not accept insurance.

E. Medical Insurance: During the Experience, Student is required to be insured either (a) by the Duke University Student Medical Insurance Plan (“SMIP”) or (b) through a U.S.-based policy of comprehensive health and accident insurance that covers injuries and illnesses sustained during or as a result of Student participating in the Experience. If Student does not rely on SMIP, Student and Parent/Guardian should each confirm the alternative insurance coverage is comparable to the SMIP in all material respects, including coverage for out-of-network costs. Other than enrollment of Student in SMIP (if Student selects this option), Duke shall not provide medical insurance for Student.

F. Emergency Evacuation and Emergency Medical Care: During the Experience, Duke will make all reasonable attempts to facilitate emergency evacuation and/or emergency medical care necessitated by health, safety, or security concerns as determined by Duke. Student and Parent/Guardian understand, acknowledge, and agree that Duke may be unable or limited in its ability to facilitate emergency evacuation and/or emergency medical care if Student is in a location for which Duke is unable to engage a reliable and reputable service...
provider on a timely basis to coordinate the provision of emergency evacuation and/or emergency medical care.

G. Consent to Medical Treatment: Student and Parent/Guardian each authorize Duke to seek and authorize emergency diagnostic or medical treatment in any setting in the event Duke is aware, informed, and reasonably understands Student requires emergency diagnostic or medical treatment while participating in the Experience and Student is unable to seek such treatment. Student and Parent/Guardian acknowledge that Duke may have limited ability to evaluate the circumstances and may be relying on information provided by others.

Duke will make a good-faith effort to contact Student’s emergency contact as identified by the Student prior to seeking or authorizing care. If notification is not feasible under the circumstances, Student and Parent/Guardian each understand Duke will inform the Student’s emergency contact as soon as reasonably practicable of any diagnoses made and/or treatment or care provided.

Student and Parent/Guardian each understand and agree that by authorizing Duke to seek emergency diagnostic and/or medical treatment, and by Duke agreeing to do so, no special relationship is created between Student and Duke or between Parent/Guardian and Duke.

5. Fellowship, Student Expenses, and Taxes

A. Fellowship: DukeEngage hereby awards Student a fellowship in an amount calculated to cover all expenses of Student participation in the Experience with the exception of those expenses clearly specified in this Agreement or the Experience Description (“Fellowship”). The Fellowship covers, without limit, visa expenses, transportation between a departure point and the location of the Experience, transportation during the Experience, a pre-departure visit to the Duke Student Health Travel Clinic as required for travel to select destinations, and all vaccinations or prescriptions resulting from that visit. (See Funding Policy)

B. Student Expenses and Personal Losses: The Fellowship does not cover, without limit, expenses for obtaining or updating a passport, privately-purchased trip insurance, or purchases for personal items or for personal activity that does not fall within the Experience Description. Further, DukeEngage is not responsible for and will not reimburse Student for loss of personal possessions and funds.

C. Taxes: Duke maintains the DukeEngage Fellowship is for the express purpose of covering expenses associated with Student’s participation in the Experience and, therefore, the value it represents is not compensation for work performed for Duke.

At the same time, Duke assumes no responsibility for Student tax positions, including whether or how to report the value of the Fellowship; and makes no representations as to whether the Internal Revenue Service (IRS) might view the value of the Fellowship as taxable income. Student and Parent or Guardian understand and acknowledge the possibility the IRS
may view the value of the Fellowship, or some portion of it, as taxable income and, if so, Student will be solely responsible for all tax obligations related to the Fellowship payment.

In order to allow Student to evaluate and fulfill tax obligations, if any, DukeEngage will provide to Student at the start of the calendar year following the Experience a courtesy letter stating the total value of the Fellowship, with itemized amounts for the component parts of the overall value. Student should consult with a tax advisor as necessary and keep the courtesy letter as a record for tax-filing purposes.

6. **Privacy and Consent**

   A. **Privacy Notice:** Duke maintains a Privacy Notice available at [https://oarc.duke.edu/privacy](https://oarc.duke.edu/privacy).

   B. **Family Educational Rights and Privacy Act of 1974 (FERPA):** The Family Educational Rights and Privacy Act of 1974 (FERPA) establishes standards concerning the privacy of student education records and the rights of students to inspect and review their education records. FERPA allows Duke to notify Parent or Guardian when there is a significant threat to Student’s health and safety, including where Student has violated Duke rules or policies or public law concerning alcohol or another controlled substance. The decision to notify Parent or Guardian in such situations will be made according to the professional judgment of appropriate staff and does not require prior consent of the Student. Student may or may not be consulted in the notification process.

   C. **Student Consents for the Release of Personal Information:**

      To administer the Program and to attend to Student’s health, safety, and welfare while participating in the Experience, Duke and the third party **use (process)** personal information (data) about Student, including without limit:

      - Sensitive personal information (data) about Student, including without limit, data revealing Student’s physical or mental health and experiences, race, ethnicity, religion, political opinions, sex life, or sexual orientation. In addition, for the same purpose, Duke and the third party share (transfer) sensitive personal information about the Student between each other.

      - Other personal Information (data) about Student, including, without limit, academic information (grades/GPA, registration, student ID number, academic progress, enrollment status), application materials, and travel information.

      In addition, to administer the Program and to attend to Student’s health, safety, and welfare while participating in the Experience, Duke may **share (transfer)** sensitive personal information about the Student with other educational institutions, the third party provider, Parent, Guardian, or emergency contact, or embassy/consulate/local authority.

      **STUDENT HEREBY CONSENTS** to the use (processing) and sharing (transfer) of sensitive personal information as described in this Section G.3. Student and Parent or
Guardian acknowledge this provision authorizes the release and collection of certain information, but Duke is not assuming any duty or obligation to provide such information.

Unless withdrawn by Student, the consents in this Section G.3 are in effect from the time Student signs this Agreement to the conclusion of the Student’s participation in the Program, including without limitation any investigation or proceeding that might arise from Student’s participation in the Program, such as matters arising from Student medical conditions, alleged assault, or academic dishonesty.

7. **General Terms and Conditions**

In this Agreement, Duke, Student, and Parent or Guardian are individually a “Party” and collectively the “Parties”.

A. **Entire Agreement/Amendments:** This Agreement supersedes any and all agreements, either oral or written, between any of the Parties and contains all the covenants and agreements between the Parties with respect to the subject matter of this Agreement. Each Party acknowledges and affirms that no representations, inducements, promises, or agreements, either oral or written, have been made by any Party or anyone acting on behalf of any Party with respect to the subject matter of this Agreement; and that any agreement, promise, or representation with respect to the subject matter of this Agreement not contained in this Agreement shall not be valid or binding. This Agreement may only be amended by a written instrument signed by authorized representatives of each of the Parties.

B. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of North Carolina, without regard to principles of conflict of laws. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in the Durham-based State of North Carolina court or the Federal District Court for the Middle District of North Carolina. Each Party hereby expressly and irrevocably submits to the jurisdiction of such courts or pertinent appellate courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

C. **Construction if Student is Under 18:** If Student is under 18, Parent/Guardian represents, warrants, and agrees this Agreement shall be construed such that where the Agreement provides Student is assuming certain obligations or responsibilities, making warranties and representations and agreeing to take certain affirmative acts, the provisions in the Agreement shall apply as if the Agreement were written to provide Parent/Guardian is agreeing to same.

D. **Interpretation:** All headings used herein are used for convenience only and shall not be used to construe or interpret this Agreement. All exhibits and policies to this Agreement are incorporated herein by reference. All references in this Agreement to clauses shall, unless otherwise provided, refer to clauses hereof. If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision
or portion shall be amended and reformed to the minimum extent necessary to be valid and enforceable while most closely approximating the intent and economic effect of the original provision or portion (or if such amendment and reform be not possible, then such provision or portion shall be stricken), and in any case the remainder of this Agreement will continue in full force and effect without amendment.

Signatures must be in ink. Electronic signatures will not be accepted.

STUDENT NAME: ________________________________________________________________
STUDENT SIGNATURE: ___________________________________________________________
DATE: __________________

I hereby warrant I am the legal parent of Student or legal guardian of Student with authority to act as the primary caretaker of Student and to make major decisions in Student’s life.

PARENT NAME: ________________________________________________________________
PARENT SIGNATURE: ___________________________________________________________
DATE: __________________

GUARDIAN NAME: ______________________________________________________________
GUARDIAN SIGNATURE: _________________________________________________________
DATE: __________________
Annex 1 - ASSUMPTION OF RISKS, WAIVER AND RELEASE

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS STUDENT MAY HAVE IF STUDENT IS INJURED OR OTHERWISE SUFFERS DAMAGES WHILE PARTICIPATING IN THE EXPERIENCE.

NOTE:

ASSUMPTION OF RISKS AND POTENTIAL HARM

1. Benefits/Risks: Student and Parent/Guardian each knowingly and voluntarily, and of each’s own free will, choose for Student to participate in the Experience based on the benefits each believes Student will receive from the Experience. The Experience Description is set forth on Annex 2.

With benefits in mind, Student and Parent/Guardian voluntarily and of each’s own free will choose to assume all risks associated with the Experience, whether present or future, known or unknown, including without limit:

- Risks, or elements giving rise to risk, that are identified in the Participation Agreement or Experience Description, including:

  Participation Agreement, Section4.A: “Student and Parent/Guardian understand, acknowledge, and agree that adjusting to a new environment, which often involves being away from current support systems, can be a stressful and emotionally challenging experience for anyone. Parent/Guardian acknowledges these challenges and agrees to identify and provide additional support, as necessary, based on Student’s individual circumstances.

  Participation Agreement, Section4.C: Student and Parent/Guardian understand, acknowledge, and agree that access to and/or the quality of medical care and treatment protocols in the location of the Experience may differ significantly from that to which Student is accustomed. Duke makes no representation or warranty with respect to access to medical care and medical care facilities while Student is participating in the Experience.

- The quality of roads and maintenance of vehicles in locations around the world are of widely varying quality and can change without notice, as can driving conditions due to weather.

- Inherent health, safety, and security risks associated with travel by aircraft, boats/vessels, motor vehicles, and alternative modes of transportation.

- Political, environmental, and cultural situations that differ from those to which Student is accustomed which can be unpredictable, and may become volatile and dangerous, often within a short period.
• Unpreventable risks to any person who receives emergency diagnostic or medical treatment or care, including medical treatment that may be directed by Duke as necessitated by emergency situations.

2. **Potential Harm:** Student and Parent/Guardian each knowingly and voluntarily, and of each’s own free will, assume all harm that may be caused, directly or indirectly, partly or fully, by the risks associated with the Experience, including without limit, property damage, kidnapping, serious bodily injury, or death.

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**WAIVER AND RELEASE OF LIABILITY**

In return for Duke University providing Student the opportunity to participate in the Experience, and having read and understood this Assumption of Risks and Potential Harm above, Student and Parent/Guardian hereby voluntarily agree to the following:

1. To RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Duke University, its affiliates, trustees, officers, employees, or agents, and all other persons or entities involved in the Experience (hereinafter referred to as “RELEASEES”) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury, or harm of any sort, including death or imprisonment, that may be sustained by Student, and for loss or damage to any property belonging to Student, that occurs as a result of Student traveling to or from any site in connection with the Experience, or as a result of Student participation in the Experience, or as a result of any emergency evacuation facilitated by Duke, or as the result of any medical care Student receives while participating in the Experience, including any medical care authorized by Duke or procured by Duke.

2. The intent and agreement of Student and Parent or Guardian in signing this release and waiver of liability is that the terms of the waiver and release shall bind any person asserting rights on behalf of Student or Parent or Guardian, or any person otherwise asserting claims by or through Student or Parent or Guardian, including a spouse, domestic partner, family members, heirs, assigns, and personal representatives.

3. The release, waiver, discharge, and covenant not to sue as expressed in this waiver and release is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is the intention of Student and Parent or Guardian not only to release any and all claims against RELEASEES, but also to relieve RELEASEES from any liability to make contribution to other tortfeasors on account of any claims.

4. If Student engages in personal activity that is expressly Excluded from the Experience or is otherwise not a part of the Experience (including without limit a) free time activity before/between/after classes or scheduled activity, or b) personal side trips that occur before/during/after the Experience) (“Personal Activity”), that such Personal Activity is purely voluntary; and that the RELEASEES shall not be liable for any loss, damage, injury,
or harm of any sort, including death or imprisonment, resulting or arising out of such Personal Activity, including where RELEASEES (1) are aware of the planned Personal Activity, or (2) provide Student guidance about how to maintain health, safety, or welfare while engaged in the Personal Activity (including a recommendation to not pursue it or to alter the plan), or (3) seek to keep track of Student while Student is engaged in the Personal Activity in order to be able to voluntarily attend to Student health and safety needs should they arise.

5. This Agreement will be governed by the laws of the State of North Carolina, without regard to principles of conflict of laws. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in the Durham-based State of North Carolina court or the Federal District Court for the Middle District of North Carolina. Each of the Parties hereby expressly and irrevocably submits to the jurisdiction of such courts or pertinent appellate courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

Signatures must be in ink. Electronic signatures will not be accepted.

STUDENT NAME: ________________________________________________________________

STUDENT SIGNATURE: ___________________________________________________________

DATE: __________________

I hereby warrant I am the legal parent of Student or legal guardian of Student with authority to act as the primary caretaker of Student and to make major decisions in Student’s life.

PARENT NAME: __________________________________________________________________

PARENT SIGNATURE: _____________________________________________________________

DATE: __________________

GUARDIAN NAME: ________________________________________________________________

GUARDIAN SIGNATURE: ___________________________________________________________

DATE: __________________