

STATEMENT OF RESPONSIBILITY, RELEASE AND AUTHORIZATION TO  
PARTICIPATE IN AN INTERNATIONAL STUDIES PROGRAM

I, \_\_\_\_\_, am a student at the University of Notre Dame (hereinafter "the University"). I have agreed to participate in an International Study Abroad Program sponsored by the University in Haiti from October 13-20, 2000 ("The Program"). The Program is offered in connection with an academic course at Notre Dame, THEO 371-Social Concerns Seminar, or CE498-Directed Studies. I understand and hereby acknowledge that participation in this Program is wholly voluntary. In consideration of being allowed to participate in this Program, I hereby agree as follows:

1) I hereby represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country in which I will be living and/or traveling while in the Program (Haiti). U.S. medical insurance is not always valid in other countries, including Haiti, and medical providers often expect immediate payment for services. Avoid Haitian manufactured pharmaceuticals. By my signature below, I certify that my health insurance policy will adequately cover me while outside the United States; that my coverage includes medical evacuation and repatriation of remains coverage with adequate limits appropriate to this destination; and, I hereby absolve the University of all responsibility and liability for any injuries, illnesses, claims, damages, charges, bills and/or expenses I may incur while I am abroad. I agree to report to the University's Center for Social Concerns any physical or mental condition I have which may require special medical attention or accommodation during the Program at least thirty (30) days prior to departure.

2) I understand that the University reserves the right to make changes to the Program itinerary at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to participants by reason of any such cancellation or change. The University is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the participant or the University makes a flight arrangement. Any additional expense resulting from the above will be paid by the participant. The University reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the University.

3) I understand and acknowledge that the University assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, circumstances beyond the control of the University, force majeure, war, quarantine, civil unrest, public health risks, criminal activity (murders, carjackings, assaults, armed robberies and other crimes are an ever increasing concern in Haiti and foreigners often are targeted everywhere - especially as they leave Port-au-Prince airport, on Route 1, in the port area and in Cite Soleil), terrorism, expense, accident, injuries or damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carrier beyond the University's con-

trol, with or without notice, or for any additional expenses occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the University will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property is transported at my risk entirely. The University reserves the right to decline to accept or retain me in the Program any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the University, I understand that I may be required to leave the Program in the sole discretion of the University's employees, agents and representatives, and may be referred to the appropriate University officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the Program. The right is reserved by the University, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the University's sole discretion, to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States, if the University determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued. In such an event, I agree to promptly return to the United States.

4) I understand and hereby acknowledge that I have received and reviewed the current U.S. Department of State's Consular Information for Haiti, a copy of which is attached; including but not limited to the dangers to my own health and personal safety posed by an extremely dangerous crime problem, limited medical facilities and low community sanitation levels (medical emergencies often require expensive medical evacuation at the patient's expense), shortages of goods and services, poorly maintained, dangerous and poorly lighted secondary roads, the use of public transportation, and civil unrest, political instability, public disorder, terrorism, violence and disease in Haiti. I further understand and hereby acknowledge the extremely strict penalties for certain criminal offenses in Haiti, including but not limited to possession and trafficking in illegal drugs and drunken driving, which have led to detention by police for long periods. I understand and hereby acknowledge that I should obtain update consular information when I arrive in Haiti and register with the U.S. Embassy. I hereby assume, knowingly and voluntarily, each of the above risks, and all of the other risks, which arise out of or occur during my travel to, in and around Haiti.

5) I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

## WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I am a student at the University of Notre Dame du Lac ("the University") and have agreed to participate in one of the University's International Study Abroad Programs in Haiti ("the Program") from October 13-20, 2000. I am not required to participate in this program. My participation is wholly voluntary. In consideration of the University's agreement to permit me to participate in this program, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1) I represent and warrant that I will be covered throughout the program and throughout my absence from the United States by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I sustain or experience while abroad; and, specifically in the countries where I will be living and traveling. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me while I am outside of the United States; and, I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expenses I incur while I am abroad.

2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program and/or any travel incident thereto.

3) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, demands actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Program or any travel incident thereto.

4) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Indiana, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Dated: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## Haiti - Consular Information Sheet

September 1, 2000

**COUNTRY DESCRIPTION:** Haiti is one of the least developed countries in the Western Hemisphere. Supplies of goods and services are adequate in Port-au-Prince, the capital, but there are shortages in other parts of the country. While tourism facilities in Port-au-Prince, Jacmel and Cap-Haitien are adequate, they are rudimentary at best in most other Haitian cities, and virtually non-existent elsewhere in Haiti.

**ENTRY AND EXIT REQUIREMENTS:** Haitian law requires travelers to have a passport to enter Haiti. In practice, officials frequently waive this requirement if travelers have a certified copy of their U.S. birth certificate. Due to fraud concerns, however, airlines do not board passengers for return to the United States unless they are in possession of valid passports.

The U.S. Embassy recommends that U.S. citizens obtain passports before travel to Haiti. The Haitian government requires foreigners to pay a fee prior to departure. For additional information regarding entry, departure and customs requirements for Haiti, travelers can contact the Haitian Embassy, 2311 Massachusetts Avenue, N.W., Washington, D.C. 20008, telephone (202) 332-4090, the Haitian consulates in Florida, Massachusetts, New York, Illinois or Puerto Rico, or via the Internet at <http://www.haiti.org/embassy/>.

**SAFETY AND SECURITY:** Haiti continues to experience occasional civil and political unrest. Crowd behavior is unpredictable and violence can flare up at any time. Demonstrations and protests occur periodically throughout the country. American citizens traveling or residing in Haiti are advised to take common-sense precautions and avoid large gatherings or any other event where crowds may congregate. For current information on safety and security, contact the U.S. Embassy at the telephone numbers listed below.

**SPECIAL CIRCUMSTANCES:** Haiti's presidential elections in November will dominate the remainder of 2000. Historically, Haitian elections have been accompanied by increased violence. During parliamentary elections in May and July, activists established unofficial, temporary roadblocks throughout the country, at times cutting off major thoroughfares and the airport. Protesters succeeded in paralyzing Port-au-Prince and other major cities in the aftermath of the first round of elections, using flaming barricades and bonfires, with American government buildings serving as the focal points of some of these actions. The dialogue of some candidates and government officials has been distinctly anti-American, and the Haitian government has failed to contain or condemn certain violent and dangerous situations. Political events are often held in public areas, and some have turned violent; American citizens are advised to avoid such gatherings.

Travelers encountering roadblocks, demonstrations, or large crowds should remain calm and depart the area quickly and without confrontation. Assistance from Haitian officials, such as the police, should not be expected during elections-related events. Particular caution should be taken in the days immediately preceding and following elections and the release of results.

**CRIME INFORMATION:** There are no "safe areas" in Haiti. Crime, already a problem, is growing. The state of law and order is of increasing concern with reports of armed robberies and break-ins, murders and car hijackings becoming more frequent. The police are poorly equipped and unable to respond quickly to calls for assistance. While not specifically targeting U.S. citizens, criminals nonetheless killed or maimed several U.S. citizens in 1999. Travelers should be particularly alert when leaving the Port-au-Prince Airport, as criminals have often targeted arriving passengers for later assaults and robberies. Criminals also surveil bank customers and subsequently attack them; some recent incidents have resulted in the victims' deaths. Visitors and residents should exercise extreme caution when driving along Route Nationale No. 1, the airport road, the Port Road, and in or around Cite Soleil, as these are all high crime areas. Neighborhoods in Port-au-Prince once considered relatively safe, such as the Delmas Road area and Petionville, have been the scenes of increasing incidents of violent crime. Holiday periods, especially Christmas and Carnival, see a significant increase in violent crime.

Travelers and residents should exercise caution throughout Haiti. They should keep valuables well hidden, ensure valuables are not left in parked vehicles, favor private over public transportation, alternate travel routes, and keep doors and windows in homes and vehicles closed and locked. If an armed individual demands the surrender of a vehicle or other valuables, the U.S. Embassy recommends compliance without resistance. Criminals have shot drivers who resisted. The Embassy also recommends against traveling at night, particularly outside Port-au-Prince. The limited response and enforcement capabilities of the Haitian National Police and the judiciary frustrate crime victims.

Mariners should note that Americans and other foreigners have reported the theft of yachts and sailboats along the Haitian coast over the past year. Some of the thefts were carried out by armed gangs, and one foreigner was killed.

The loss or theft abroad of a U.S. passport should be reported immediately to the local police and the nearest U.S. embassy or consulate. Lost or stolen U.S. birth certificates and/or drivers licenses used as entry documents generally cannot be replaced outside the United States. U.S. citizens can refer to the Department of State's pamphlet, A Safe Trip Abroad, for ways to promote a more trouble-free journey. This publication and others, such as Tips for Travelers to the Caribbean, are available by mail from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402; via the Internet at [http://www.access.gpo.gov/su\\_docs](http://www.access.gpo.gov/su_docs), or via the Bureau of Consular Affairs home page at <http://travel.state.gov>.

**MEDICAL FACILITIES:** Medical facilities are scarce and sub-standard. Medical care in Port-au-Prince is limited, and the level of community sanitation is low. Medical facilities outside the capital are generally below U.S. standards. Life-threatening emergencies may require evacuation by air ambulance at the patient's expense. Doctors and hospitals often expect immediate cash payment for health services.

**MEDICAL INSURANCE:** U.S. medical insurance is not always valid outside the United States. Travelers should strongly consider supplemental medical insurance with specific overseas coverage, including medical evacuation. Useful information about medical emergencies abroad, including overseas insurance programs, is provided in the Department of State's Bureau of

Consular Affairs brochure, Medical Information for Americans Traveling Abroad, available via the Bureau of Consular Affairs home page or auto fax (202) 647-3000.

Information on vaccinations and other health matters can be obtained from the Centers for Disease Control and Prevention's hotline for international travelers at 1-877-FYI-TRIP (1-877-394-8747); fax 1-888-CDC-FAXX (1-888-232-3299); or via CDC's Internet site at <http://www.cdc.gov>.

**OTHER HEALTH INFORMATION:** Haitian pharmacies may have expired medications on their shelves. Americans always should check expiration dates on the original packaging before purchase.

**TRAFFIC SAFETY AND ROAD CONDITIONS:** While in a foreign country, U.S. citizens may encounter road conditions that differ significantly from those in the U.S. The information below concerning Haiti is provided for general reference only, and may not be totally accurate in a particular location or circumstance

Safety of Public Transportation: Poor

Urban Road Conditions/Maintenance: Poor

Rural Road Conditions/Maintenance: Poor

Availability of Roadside Assistance: Poor

**AVIATION SAFETY OVERSIGHT:** The U.S. Federal Aviation Administration (FAA) has assessed the Government of Haiti's Civil Aviation Authority as Category 3 -- not in compliance with international aviation safety standards for oversight of Haiti's air carrier operations. Flights to the United States by Haiti's air carriers are not permitted unless they arrange to have the flights conducted by a carrier from a country meeting international safety standards. For further information, travelers may contact the Department of Transportation within the U.S. at telephone 1-800-322-7873, or visit the FAA's Internet web site at <http://www.faa.gov/avr/iasa/iasa.pdf>. The U.S. Department of Defense (DOD) does not permit its personnel to use air carriers from Category 3 countries for official business. For information regarding the DOD policy on specific carriers, travelers may contact the DOD at telephone (618) 229-4801.

**CRIMINAL PENALTIES:** While in a foreign country, a U.S. citizen is subject to that country's laws and regulations, which sometimes differ significantly from those in the United States and may not afford the protections available to the individual under U.S. law. Penalties for breaking the law can be more severe than in the United States for similar offenses. Persons violating Haitian laws, even unknowingly, may be expelled, arrested or imprisoned. The judicial process in Haiti can be extremely long; progress is often dependent on considerations not related to the specific case. Detainees may wait months or years for their cases to be heard before a judge or to have legal decisions acted upon by the authorities. Penalties for possession,

use, or trafficking in illegal drugs in Haiti are strict. Those accused of drug-related crimes can expect lengthy legal proceedings, irregular application of Haitian law, and delayed due process. If convicted, offenders may face long jail sentences and substantial fines.

**CHILDREN'S ISSUES:** For information on international adoption of children, international parental child abduction, and international child support enforcement issues, please refer to our Internet site at [http://travel.state.gov/children's\\_issues.html](http://travel.state.gov/children's_issues.html) or telephone (202) 736-7000.

**REGISTRATION/EMBASSY AND CONSULATE LOCATIONS:** U.S. citizens living in or visiting Haiti are encouraged to register at the Consular Section of the U.S. Embassy in Port-au-Prince and obtain updated information on travel and security in Haiti. The Consular Section is located on Rue Oswald Durand, Port-au-Prince; telephone (509) 223-7011; fax (509) 223-1641. Consular Section hours are 7:30 am to 2:00 pm Monday through Friday, except U.S. and local holidays. The U.S. Embassy is located on Harry Truman Blvd., Port-au-Prince; telephone (509) 222-0200, 222-0354, 223-0955 or 222-0269; fax (509) 223-1641. Internet: <http://usembassy.state.gov/posts/ha1/wwwhome.html>.

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This replaces the Consular Information Sheet dated March 24, 2000 to expand and update the sections on Safety and Security and on Special Circumstances.

