

Acknowledgments and Release

Participant Agreement for *Experience Tuscany 2024: Farm to Market to Table*

Offered by Gonzaga Center for Lifelong Learning in partnership with Gonzaga in Florence

Vaccination

- I represent that I am and any individuals attending as part of my household will meet and follow COVID-19 vaccination laws and requirements in Italy and the EU government.
- I understand as a program participant, I, and individuals participating in my household, will be updated concerning Italian vaccination requirements when and if they occur. This could include but is not limited to: full vaccination, defined as at least one (1) booster vaccination for those eligible.
- I further understand vaccination requirements in Italy are subject to change and I, and members of my household will adhere to the requirements.
- Although proof of COVID vaccination is not required by Gonzaga University or the Italian government as of January 2024, I understand that the policy may change and that I am responsible for complying with it in order to participate. Further, in the event that I am unable to comply with the COVID policy, I will not be eligible for a refund if the refund deadline has passed.

Permission to Travel

- Gonzaga University will make every reasonable effort to keep me apprised of evolving health and safety regulations as they pertain to travel into Italy from the United States.
- I accept and understand that ultimately, I am responsible for taking all steps necessary, for me and my party, to enter Italy and re-entry back into the US. These steps include, but are not limited to, having valid passports, complying with governmental requirements to fly and enter into Italy, proof of negative COVID-19 test to return to the US, and having proof of full COVID-19 vaccination or medical exemption.
- I understand that if I do not make appropriate preparations for me or my party to gain entry into Italy, my deposit and final payment will not be refunded.
- I understand that any additional expenses and costs incurred due to travel disruptions are my own responsibility.

Airfare and Lodging Outside the Program

- I understand that I am solely responsible to organize and pay for my airfare and that airfare is not covered in the Program fee.
- I understand that I am responsible to organize and pay for my transportation to the meeting location in Florence on October 13 and from the drop-off point in Florence on October 19, and that such costs are not covered in the Program fee.
- I understand that I am solely responsible to organize and pay for my lodging in Italy both before and after the Program, should such lodging be necessary as part of my travel plans.
- Any alterations, modifications, or cancellations to my airfare or lodging are solely my responsibility.

Accessibility and Accommodations

- I understand that the environment in Florence and the surrounding areas is prone to be uneven and often inaccessible by wheelchair. Therefore, I understand that I am expected to be comfortable walking,

standing, and climbing stairs during tours and excursions. Further, that special accommodations will not be provided.

- I am responsible for requesting reasonable accommodations related to health or dietary conditions in a reasonable time frame prior to departure.
- I understand that I may be asked for documentation of my condition to be considered for accommodations. I further understand that my requested accommodations may not be available at the overseas site but that reasonable efforts will be made to provide alternative accommodations if possible.

International Health Insurance

- I understand that international health insurance is a requirement of the program, and I will be enrolled in international insurance coverage, which includes medical benefits, emergency evacuation and repatriation of remains.
- I understand the cost of this plan is included in the Program Fee.
- I understand that I am responsible for reviewing the plan to understand what the policy covers.
- I am responsible for the cost of any additional insurance that I may elect to purchase, as well as the cost of health care not covered by my insurance, including deductibles, and copays.

Non-Included Activities, Meals, and Transportation

- I understand that I am responsible to organize and pay for any activity, meal, or transportation cost not included in the Program itinerary, and that the itinerary may be subject to change.

Payment & Cancellation Terms (by Participant)

- The Program Fee for the experience is:
 - \$2,850 per person for double occupancy, standard hotel room.
 - \$3,250 per person for single occupancy, standard hotel room.
- I understand that I will be expected to adhere to the following payment schedule to participate in the trip:
 - **March 31, 2024:** Deadline for \$500 deposit (non-refundable after May 1st).
 - **May 1, 2024:** Remaining balance due, including accommodation costs; deadline to inform organizers of cancellation and request full refund of deposit.
 - **June 1, 2024:** Deadline to cancel and request a full refund on balance (\$500 deposit not eligible for refund).
 - **July 1, 2024:** Deadline to receive a 50% refund on balance if cancelling; no refund of any amount will be processed if request is made after July 1st.
- I understand that payment will be accepted by credit card only through a Gonzaga payment portal.
- I understand that cancellation and refund requests must be submitted by email by 11:59 PM Pacific Time to CLL@gonzaga.edu prior to the deadlines noted above.
- Should payments not be timely submitted as per the schedule, I understand that I will forfeit my spot and any payments made to date.
- I understand that Gonzaga will not issue a refund for any cancellations after July 1st, even if for unforeseen circumstances.
- I understand that I have been advised to seek and obtain travel insurance through a third-party provider in order to account for the possibility that I may be unable to participate in the Program, for whatever reason.
- Due to rising inflation, labor shortages, and the difficulty of confirming events, speakers, meals, and activities in the Program without advance payment, I understand that Gonzaga University acted on

reliance of my final payment and therefore may be unable to refund it should circumstances prevent my participation in the Program.

- I understand that the Italian government may impose public health restrictions, regulations, or requirements that may impede my enjoyment of the Program (e.g., mask mandates; prohibitions on indoor dining; etc.), but that the existence of any such restrictions, regulations, or requirements at the time of the Program does not entitle me to a refund, in whole or in part, of any monies paid to Gonzaga University.

Terms of Cancellation by Gonzaga University

- While it is not anticipated, should Gonzaga University, in its sole judgment and discretion, be practically or effectively prohibited from offering the Program due to prohibitions and/or unduly onerous restrictions imposed by the U.S. or Italian government, the Participant's deposit and final payment received by Gonzaga will be refunded to the Participant.
- Gonzaga University intends to offer the Program unless practically or effectively prohibited from doing so because of prohibitions and/or unduly onerous restrictions imposed by the U.S. or Italian government.

Participant Privacy Notice

Scope and Overview. This Privacy Notice applies to students, individuals, or members of their household, participating in a Gonzaga University Study abroad program or other University sponsored program ("Program") involving travel to one or more destinations in the European Union ("EU"). This Privacy Notice describes how Gonzaga University ("GU," "we," or "us") will collect and process your personal data while you are in the EU during your participation in the Program. This Privacy Notice describes: (1) the categories of personal data that we collect and process; (2) how we use your personal data; (3) how we secure your personal data; (4) when we may disclose your personal data to third parties; and (4) when we may transfer your personal data outside of the EU. This Privacy Notice also describes your rights regarding the personal data that we hold about you, including how you can exercise these rights. We will only process your personal data in accordance with this Privacy Notice unless otherwise required by applicable EU or EU member state law. We will take steps to ensure that the personal data that we collect about you is adequate, relevant, not excessive, and processed for limited purposes.

Collection of Personal Data. For purposes of this Privacy Notice, the term "personal data" means any information about an identifiable person and does not include anonymized or de-identified data. To carry out our activities and obligations as Data Controller under EU Regulation 2016/679, General Data Protection Regulation ("GDPR"), we may collect, store, and process the following categories of your personal data for the purpose of administering and delivering the Program and related educational services to you:

- Personal contact details such as name, title, addresses, telephone numbers, and email addresses
- Emergency contact information
- Identification numbers issued to you by a government agency, GU, or another university
- Financial account information and insurance enrollment information
- Academic achievement, grades, course-related information, and program location(s)
- Photograph for identification purposes
- International travel and passport information, date of birth, and gender
- Other personal details included in your application materials or that you otherwise voluntarily provide to us

Our use of the above-listed personal data is required in order for us to administer the educational relationship and to deliver educational Program services to you. Failure to provide this information or to allow us to process the personal data, including the five special categories of personal data below, will make it impossible for us to carry out all actions necessary to administer and deliver educational Program services to you and satisfy obligations imposed on GU by EU law.

Use of Personal Data. We will only process your personal data if applicable EU or EU member state law permits or requires it, including when the processing is necessary: (1) for our delivery of educational Program services to you; (2) to comply with our legal obligations; (3) for our legitimate business purposes; (4) to protect your vital interests; or (5) with your consent if applicable law requires consent. We may process your personal data for the following legitimate GU business purposes and for the purposes of delivering educational Program services to you:

- Student administration (including financial and academic administration)
- Processing student or participant-related insurance matters
- Conducting academic performance reviews and determining academic performance requirements
- Student Development and Student Involvement information dissemination and communication
- Gathering information for student code of conduct investigations and resolutions
- Complying with applicable laws and regulations
- Complying with health and safety obligations

We will only process your personal data for the purposes we collected it for or for compatible purposes. If we need to process your personal data for an incompatible purpose, we will provide notice to you and, if required by law, seek your consent. We may process your personal data without your knowledge or consent only where required by applicable EU or EU member state laws or regulations.

We may also process your personal data for our own legitimate business interests, including for the following purposes:

- To prevent fraud
 - To ensure information technology network and information security, including preventing unauthorized access to our computer and electronic communications systems and preventing malicious software distribution
- You will not be subject to decisions based on automated data processing without your prior consent.

Collection and Use of Special Categories of Personal Data. The following special categories of personal data are considered sensitive under the EU GDPR and may receive special protection:

- Racial or ethnic origin
- Political opinions
- Religious or philosophical beliefs
- Trade union membership
- Genetic and biometric data for the purpose of uniquely identifying a person
- Health data
- Data concerning sex life or sexual orientation

We may collect and process the following special categories of personal data when you voluntarily provide them for the following legitimate GU business purposes: (1) to carry out our obligations under the law; (2) for the purposes of delivering educational Program services to you; or (3) as applicable law otherwise permits:

- Data relating to absence from class attendance (We will not, however, record the nature of the illness affecting a student who cannot attend class due to illness.)
- Immunization and medical condition health information related to your program participation and safety
- Physical or mental health condition or disability status to ensure student and participant safety during academic instruction and to provide appropriate participant accommodations
- Race or ethnic origin for visa or travel-related purposes
- GU student organization communications and related information dissemination purposes
- GU Student Conduct Code and/or Title IX investigations and resolutions

Where we have a legitimate need to process special categories of personal data about you for purposes not identified above, we will only do so after providing you with notice and, if required by law, obtaining your prior, express consent.

Data Sharing. We will only disclose your personal data when required by law or to our contractors, designated agents, or third-party service providers who require such information to assist us with administering the delivery of educational Program services to you, including third-party service providers who provide services to us or on our behalf. Third-party service providers may include, but are not limited to, student information systems software services, data storage, or hosting providers, and may be located outside of the EU.

We will require all our third-party service providers, by written contract, to implement appropriate security measures to protect your personal data consistent with our policies and any data security obligations applicable to us as a Data Controller. We do not permit our third-party service providers to process your personal data for their own purposes. We only permit them to process your personal data for specified purposes in accordance with our instructions.

We may also disclose your personal data for the following additional purposes where permitted or required by applicable law:

- To your regularly attended college or university if you do not regularly attend GU
- To comply with legal obligations or valid legal processes such as search warrants, subpoenas, or court orders (When we disclose your personal data to comply with a legal obligation or legal process, we will take reasonable steps to ensure that we only disclose the minimum personal data necessary for the specific purpose and circumstances.)
- To protect the rights and property of GU
- During emergency situations or where necessary to protect the safety of persons
- Where the personal data is publicly available
- For additional purposes with your consent where such consent is required by law

Pursuant to Article 13 of the EU GDPR, you are hereby notified that the processing of the above-described data is obligatory for GU to carry out the activities and the correct legal and administrative management of all actions necessary to deliver educational Program services to you as well as the obligations imposed by EU and EU member state laws and regulations.

Cross-Border Data Transfers. Where permitted by applicable law, we may transfer your personal data in our possession to the United States, even though the United States may not provide the same level of data protection as EU member states, as necessary to deliver educational Program services to you and for the purposes set out in this Privacy Notice. While you are located in the EU, we will utilize data transfer mechanisms from Articles 49 of the EU GDPR to secure the transfer of your personal data to the United States and other jurisdictions.

Data Retention. Except as otherwise permitted or required by applicable law or regulation, we will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, as required to satisfy any legal, accounting, or reporting obligations, or as necessary to resolve disputes. To determine the appropriate retention period for personal data, we consider our statutory obligations, the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data, and whether we can achieve those purposes through other means. We will specify the retention periods for your personal data in our data retention policy.

Under some circumstances, we may anonymize your personal data so that it can no longer be associated with you. We reserve the right to use such anonymous and de-identified data for any legitimate business purpose without further notice to you or your consent. Once you are no longer a Program participant, we will retain and securely destroy your personal data in accordance with our document retention policy and applicable laws and regulations.

Data Controller's Representative. Dr. Jason Houston, the Director of the GU in Florence program, will oversee compliance with this Privacy Notice. Dr. Houston also serves as the Data Controller's Representative ("DCR") in the EU under Article 27 of the EU GDPR. If you have any questions about this Privacy Notice or how we handle

your personal data or would like to request access to your personal data, please contact the DCR: [huston@gonzaga.edu]. If you are unsatisfied with our response to any issues that you raise with the DCR, you have the right to make a complaint with the supervisory authority under the EU GDPR.

Rights of Access, Correction, Erasure, and Objection. It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your participation in the educational Program. As the data subject, you may exercise the rights found in Chapter III or the EU GDPR (updating, rectification, integration, cancellation, anonymization, blocking data that has been processed unlawfully, objection, and request(s) for information), by contacting the DCR. You may also have the right to request that we transfer your personal data to another party. If you want to exercise any rights described in the EU GDPR, please contact the DCR. Any such communication must be in writing.

We may request specific information from you to help us confirm your identity and your right to access, and to provide you with the personal data that we hold about you or to make your requested changes. Applicable law may allow or require us to refuse to provide you with access to some or all of the personal data that we hold about you, or which we may have destroyed, erased, or de-identified in accordance with our record retention obligations and practices. If we cannot provide you with access to your personal data, we will inform you of the reasons why, subject to any legal or regulatory restrictions.

Right to Withdraw Consent. Where you have provided your consent to the collection, processing, or transfer of your personal data, you may have the legal right to withdraw your consent. To withdraw your consent, contact the DCR.

Changes to This Privacy Notice. We reserve the right to update this Privacy Notice at any time, and we will provide you with a new Privacy Notice when we make any updates. If we would like to use your previously collected personal data for different purposes than those we notified you about at the time of collection, we will provide you with notice and, where required by law, seek your consent before using your personal data for a new or unrelated purpose. We may process your personal data without your knowledge or consent only where required by applicable EU or EU member state law or regulation.

You can read the EU GDPR at: https://ec.europa.eu/info/law/law-topic/data-protection/data-protection-eu_en

By my digital signature, I acknowledge that I have received an opportunity to print and/or copy of the "Participant Privacy Notice" as set forth above and that I have read and understand it.

Further, I hereby give my consent for the use of my personal data (including sensitive data) for the purposes outlined in this notice if the use does not come under one of the possible bases for which consent is not required under the law and/or because another lawful basis for processing the data separately exists; and also give my consent for my personal data (including sensitive data) to be transferred from Europe pursuant to the terms, conditions and limits specified in Article 49(1)(a) of the EU GDPR, and more specifically to the United States.

I also hereby authorize GU staff to confidentially report to the appropriate authorities at GU in Spokane, Washington if I am the victim or alleged perpetrator of harassment, whether on or off campus, or the victim or the alleged perpetrator of sexual or gender-based misconduct and/or of criminal behavior, whether on or off campus, and I grant GU staff, faculty, and administrators full authority to report such information to the appropriate authorities under the applicable laws (including, but not limited to, Title IX and Clery Act), whether or not it involves adverse action by GU.

If you do not wish to provide consent for the matters outlined in this document, please contact Study Abroad at studyabroad@gonzaga.edu immediately to discuss the terms of your participation abroad.

COVID-19 Factsheet and Supplemental Release of Liability and Assumption of Risk

Coronavirus (COVID-19) is a disease caused by a virus that can spread from person to person. The virus that causes COVID-19 is a new coronavirus that has spread throughout the world. COVID-19 symptoms can range from mild (or no symptoms) to severe illness. You can become infected by coming into close contact (about 6 feet or two arm lengths) with a person who has COVID-19. COVID-19 is primarily spread from person to person. You can become infected from respiratory droplets when an infected person coughs, sneezes, or talks. It is possible that you could become infected by touching a surface or object that has the virus on it, and then by touching your mouth, nose, or eyes.

A person infected with the virus that causes COVID-19 may be asymptomatic, suffer mild discomfort, or experience severe illness, including death. [According to Centers for Disease Control & Prevention \(CDC\)](#), persons in the following categories are at increased risk of suffering severe illness:

- Older adults
- People of all ages with certain medical conditions including:
 - Asthma
 - Bronchiectasis
 - Cancer
 - Cerebrovascular disease
 - Chronic kidney disease
 - Chronic liver disease (cirrhosis, non-alcoholic fatty liver disease, alcoholic liver disease, autoimmune hepatitis)
 - Chronic lung diseases
 - COPD
 - Cystic fibrosis
 - Diabetes mellitus (type 1 or type 2)
 - Disabilities, including Down syndrome.
 - Heart conditions (such as heart failure, coronary artery disease, cardiomyopathies, or hypertension)
 - HIV infection
 - Immunocompromised condition or weakened immune system.
- Interstitial lung disease
- Mental health conditions (such as mood disorders, including depression, and schizophrenia spectrum disorders)
- Liver disease
- Neurologic conditions (Dementia)
- Obesity
- Physical Inactivity
- Pregnancy and Recent pregnancy
- Primary Immunodeficiencies
- Pulmonary hypertension and pulmonary embolism
- Smoking, current or former
- Sickle cell disease or thalassemia
- Solid organ or blood stem cell transplantation
- Stroke or cerebrovascular disease
- Substance use disorders
- Tuberculosis
- Use of corticosteroids or other immunosuppressive medications

Because we are learning more about COVID-19 every day, this list does not include all medical conditions that place a person at higher risk of severe illness from COVID-19. Rare medical conditions, including many conditions that mostly affect children, may not be included on the list above. For updated list, please refer to CDC website.

A person with a condition that is not listed may still be at greater risk of getting very sick from COVID-19 than other people who do not have the condition. It is important that you talk with your healthcare provider about your risk.

Participants who are at increased risk should consider contacting their Primary Care Physician and Program Coordinator as soon as possible to discuss possible reasonable accommodations such as postponement of their participation in Gonzaga University Study Abroad ("Program") or University Sponsored Program until a later date.

While participating in the Program, I acknowledge that it is my responsibility to frequently check and maintain awareness of:

- the requirements and directives issued by local governments and public health agencies of countries where I will be studying and/or visiting while participating in the Program; and
- the travel information, travel advisories, and travel health notices issued by the U.S. State Department, Embassies, Consulates, and Centers for Disease Control & Prevention (CDC) pertaining to countries where I will be studying and/or visiting while participating in the Program.

I further acknowledge that while participating in the Program and traveling to and from the countries where I will be studying and/or visiting while in the Program, I must adhere to:

- (1) vaccination, masking, and other requirements established by governmental authorities and Gonzaga University; and
- (2) hand and other hygiene practices to minimize infection spread.

While participating in the Program, I agree to adhere to the following requirements:

- If I am sick and/or exhibiting any symptoms of COVID-19, e.g., fever or chills, shortness of breath or difficulty breathing, cough, sore throat, congestion or runny nose, headache, fatigue, muscle or body aches, diarrhea, nausea or vomiting, and/or the new loss of my sense of smell, I will notify a healthcare provider immediately, and not attend Program classes or meetings.
- At all times, I will adhere to all infection prevention practices, guidelines, and requirements established by the CDC and the governments and public health agencies of countries where I will be studying and/or visiting while participating in the Program for implementing standard infection prevention precautions, including any requirements for vaccination, testing, isolation, and quarantine.
- I acknowledge that I am financially responsible for all COVID-19 related costs associated with my decision to participate in the Program including healthcare costs, travel cancellation and rescheduling costs, and food and lodging costs, including, but not limited to, costs arising from vaccination, testing, and isolation and quarantine before, during, or after the Program.

Assumption of Risk

I understand and acknowledge that I have voluntarily enrolled in this Program.

I understand, however, that by participating in this Program, there may be some inherent risks that cannot be eliminated regardless of the care taken to avoid injury/infection. Such risks include, but are not limited to, respiratory failure, organ failure, death, exacerbation of existing health conditions, stress, social-stigmatization, and/or spreading the infection to others.

I voluntarily choose to participate in this Program with full knowledge that the activities may be hazardous. I voluntarily assume full responsibility for any COVID-19-related risks, costs, injury, illnesses, loss, or death arising from or related to my participation in the Program. I further voluntarily assume full responsibility for all such damages caused to others by my conduct.

I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss of, or damage to, property owned by me, as a result of my participation in this Program.

The risk of injury from the activities involved in this Program is significant, including the potential for permanent paralysis and death. While adhering to all infection prevention practices, guidelines, and requirements established by the CDC and the governments and public health agencies of countries where I will be studying and/or visiting while participating in the Program for implementing standard infection prevention precautions, including testing, isolation and quarantine may reduce this risk, the risk of serious injury and death does exist.

IN CONSIDERATION OF GONZAGA UNIVERSITY ALLOWING ME TO PARTICIPATE IN THIS PROGRAM, I KNOWINGLY AND **FREELY** ASSUME ALL SUCH RISKS, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** (the term "RELEASEES" is defined below) or others, and assume full responsibility for my participation; and **I agree that my participation in Gonzaga University Study Abroad or University Sponsored Program is entirely voluntary and with a complete and full understanding that such participation involves hazards and dangers that can result in harm, loss, damage, personal injuries, and death.**

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS The Corporation of Gonzaga University, its directors, officers, officials, agents, volunteers and/or employees, other participants, and if applicable, owners and lessors of premises used to conduct the Program ("RELEASEES"), **WITH RESPECT TO ANY AND ALL COVID-19-RELATED INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.**

I HAVE READ THIS SUPPLEMENTAL RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.