

International education program providers are subject to tort liability under a variety of theories, including negligence, misrepresentation, and breach of fiduciary duty. However, the application of American law to such claims may depend upon the validity and scope of contractual choice-of-law, choice-of-arbitration, or choice-of-forum provisions. This article examines those issues, as well as the serious risk that program providers may enlarge their scope of potential liability by inadvertently assuming duties that would not otherwise exist.