

Travel Waiver for Foreign Trip

Name: _____
Date: _____
Address: _____
Phone: _____

Travel Location: _____
Travel Date: From: ___/___/___ To: ___/___/___
Host/Guide: _____

Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participating in a Program on or off campus.

The undersigned freely choose to travel on the foreign trip to the location described above and any other related or substitute travel including personal travel for the purpose of education, personal business, social service or other experience (referred to as the Program) and freely accept all the risks associated with the Program.

The undersigned understands that the Host/Guide is not an agent of, and has no responsibility for, any third party including without limitation any hotel, airline, bus service, or vendor that may provide any services, equipment, or activities associated with the Program. The undersigned understands that the Host/Guide makes no statement or warrantee as to the safety of said Program. The undersigned agrees to inform himself/herself about the potential dangers of the areas they are traveling to and precautions which should be taken, including reviewing the State Department Consular Travel Information at <http://www.travel.state.gov> and the Centers for Disease Control Travelers Information at <http://www.cdc.gov/travel/> for health and immunization information. The undersigned agrees that his/her safety is primarily dependent upon my taking proper care of himself/herself and avoiding any activity or behavior which would harm him/her or others.

Despite precautions, accidents and injuries can occur. The undersigned understands that the activities he/she may undertake may be potentially dangerous and that he/she may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or Program participation. Therefore **THE UNDERSIGNED AGREES TO**

ASSUME ALL RISKS RELATED TO THE ACTIVITIES including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, which may occur as a result of participating in an activity or contact with physical surroundings, equipment or other persons.
- Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- Theft or loss of personal property during the Program or any Program related travel.
- Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- Alteration including delay, extension or cancellation of the Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

The undersigned further acknowledges that the above list is not inclusive of all possible risks associated with the Program or facilities, equipment, or services in association with the Program, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that participating in this Program is an acceptance of risk of injury.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of the Host/Guide's services, the undersigned, to the fullest extent permitted by law, agrees to forever release and on behalf of himself/herself, his/her spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE the Host/Guide from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which the undersigned or his/her spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against the Host/Guide on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the facilities, equipment, or services in association with the Program howsoever the injury is caused, including whether by the ordinary negligence of the Host/Guide or otherwise.

In consideration of the Host/Guide's services in connection with the Program, the undersigned, COVENANTS NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS the Host/Guide from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the facilities and my use of facilities, equipment, or services in association with the Program.

The undersigned hereby certifies that he/she has full knowledge of the nature and extent of the risks inherent in the Program and the use of facilities, equipment, or services in association with the Program, that he/she is voluntarily assuming all risks, whether known or unknown, and that he/she is voluntarily participating in the Program.

The undersigned understands that he/she will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Program and my use of facilities, equipment, or services in association with the Program, and that by this agreement I am relieving the Host/Guide of any and all liability for such loss, damage or death.

The undersigned's signature below indicates that he/she has read and freely signed this agreement, which shall take effect as a sealed instrument. The undersigned further certifies that I am at least 18 years old and am legally competent to sign this agreement. In the event the undersigned is under 18 years old, the undersigned's legal guardian has executed this agreement for and on behalf of such party and has full authority to do so. The undersigned further understands that the terms of this agreement are legally binding and the undersigned certifies that he/she is signing this agreement after having carefully read and understood the same, of his/her own free will.

This agreement shall be construed and enforced in accordance with New York law and the undersigned consents to the jurisdiction of said state. The undersigned expressly agrees that this waiver and release is intended to be as broad and inclusive as permitted under New York law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed on the date set forth below. _____.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Signature: _____

Print Name: _____

Date: _____ *month/day//year*

Witness: _____ Witness Address: _____

Witness Name Printed: _____

Signatures need not be notarized but must be witnessed.