

**STUDY ABROAD WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION AGREEMENT**

I, \_\_\_\_\_, desire to participate voluntarily in the Study Abroad Program, West Texas A&M University, described below (the “Program”):

Program Destination: \_\_\_\_\_

Departure Time and Date: \_\_\_\_\_

Return Time and Date: \_\_\_\_\_

Academic Program Leader (*if applicable*): \_\_\_\_\_

Course(s): \_\_\_\_\_

The Program is sponsored or conducted by or under the auspices of the Office of Study Abroad at West Texas A&M University (the “University”), a member of The Texas A&M University System. I understand that participation in this Program involves risks, hazards, and dangers not generally found in study at the University. I am aware of, understand, and acknowledge that the risks, dangers, and hazards of traveling to, within, and returning from, one or more countries outside the United States include, but are not limited to: (1) air travel and all other types of transportation that could result in damage to property, injury to persons, or death; (2) political, legal, social, and economic conditions that are different than those applicable in the United States and that can change in an unpredictable manner; (3) different standards of design, safety and maintenance of utilities, including facilities, buildings, public places and conveyances; (4) varying quality and availability of housing and medical care; (5) local sanitation, medical and weather conditions; and (6) the potential for danger to my own health and personal safety, including loss of property, personal injury, or death due to war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, diseases, accidents, and/or violence. I choose to voluntarily participate in the Program with full knowledge of the foregoing risks and dangers.

I am aware that applicable current travel advisories and travelers’ health information issued by the United States Department of State and the Center for Disease Control can be found at the Internet site addresses of such agencies, and that I should consult and review this information before departure. Further, I have made my own investigation and I am willing to accept these risks, hazards, and dangers. I choose to participate in the Program and do voluntarily assume the above mentioned risks as to myself and my property, and to the person and property of others.

**HOLD HARMLESS, INDEMNITY AND RELEASE:**

**For myself, my heirs, personal representatives or assigns, I do hereby release, waive, covenant not to sue, indemnify and agree to hold harmless for any and all purposes the University, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their members, regents, officers, agents, volunteers, or employees (“RELEASEES” and/or “INDEMNITEES”) from any and all liabilities, claims, demands, personal injuries (including but not limited to death), or damages, including court costs and attorney’s fees and expenses, which may occur to myself, other participants, and third-persons as a result of my participation and conduct in the Program, while traveling to a**

country related to the Program; during the course of the Program; returning from the Program; or while on or at facilities or the premises that are the subject of the Program, whether or not such facilities or premises are owned, leased, or controlled by **RELEASEES, including personal injuries or damage to personal property sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

#### **NO INSURANCE:**

I understand that RELEASEES/INDEMNITEES do not maintain any general or special liability, medical, or property casualty insurance policy covering any circumstance arising from my participation in the Program or any event related to that participation. **As such, I am aware that I should review my personal insurance coverage.** The University does not carry general liability insurance to cover claims arising from the Program so it can (a) provide the Program at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials and activities rather than on insurance. I agree that I must purchase (at my cost) a supplemental insurance policy from CISI Cultural Insurance Services International to be in effect the entire length of the Program. This insurance provides accident and sickness insurance, emergency evacuation and repatriation of remains anywhere I travel outside the United States for as long as the policy is valid. CISI Cultural Insurance Services International is considered supplemental and should not take the place of other insurance.

#### **MEDICAL AUTHORIZATION, INDEMNITY AND WAIVER**

I know of no medical conditions related to my health (physical, emotional, or mental), past or current, which might affect my ability to participate in the Program. If I develop significant health problems between the time I complete this form and the start of the Program, it is my responsibility to notify the Academic Program Leader or the Office of Study Abroad at the University in writing. I know of no other medical reason why I should not participate in the Program.

I acknowledge and recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume and accept all such risks and responsibility. If I require medical treatment or hospital care, in a country outside the United States or in the United States, during my participation in the Program, the University is not responsible for the cost or quality of such treatment or care. The University may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release the University from any liability for any such actions. While I am participating in the Program, the University is authorized to provide any personal and medical information about me to any healthcare provider. I understand INDEMNITEES cannot be expected to anticipate or control all of the risks associated with the Program and INDEMNITEES may choose to respond to illnesses, accidents, injuries, and potential emergency situations. Therefore, **I hereby give my consent for any medical treatment, rescue or evacuation services that may be required** (as determined by University staff, medics, emergency personnel, or other medical professionals) during my participation in the Program with the understanding that the cost of any such treatment will be my responsibility. **I, for**

**myself, my heirs, personal representatives or assigns**, agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed medical care facility documentation promising to pay for the treatment due to my inability to sign the documentation. I, for myself, my heirs, personal representatives or assigns, further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, INDEMNITEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES**. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

### **Changes to Program and Responsibility**

I understand and acknowledge that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services related to the Program. I understand and acknowledge that the University reserves the right to make changes to the Program (including equipment substitutions or alterations in the proposed Program and/or itinerary) at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. The University is not responsible for penalties assessed by air, land, water carriers, and/or other transportation that may result due to operation and/or itinerary changes, regardless of whether the University makes such arrangements. To the extent the University is providing hotel, occupancy, or other housing or lodging arrangements, 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.

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 hotels, airlines or vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the reasonable control of the University, force majeure, war, quarantine, civil unrest, kidnapping, public health risk, criminal activity, terrorism, expense, accident, injuries, damage to or lost 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 or public carriers beyond the University's control, with or without notice; or for any additional expense 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, transfer, meal costs or other expenses. My baggage and personal property are transported at my risk entirely.

The University may, in its sole discretion cancel the Program or any aspect thereof prior to or after departure and require that one or more 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. If the program is changed or cancelled, I understand all reasonable efforts will be made to refund all uncommitted monies and deposits I have paid to the university.

### **Independent Activity**

I understand that, for any time I spend away from the Program or participating in any travel or activity that is not a part of the Program, I am responsible for my own safety, and I assume all risk and responsibility for such activities.

### **Standard of Conduct**

I understand and acknowledge that the University's policies on alcohol, drug use, sexual harassment and the Student Code of Conduct apply whether I am on the home campus or abroad. I also agree to abide by these policies.

I understand and acknowledge that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior which violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own freedom, health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during my participation in the Program, including attending any and all Program orientation meetings (if required by the University) and reading all materials the University provides. I will attend to any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel during my participation in the Program. The University is not responsible for providing any assistance under such circumstances.

I understand and acknowledge that the Academic Program Leader will be the sole judge of whether my actions hurt the Program, myself or others in the Program or seriously offend the host culture. If they do, the Academic Program Leader or someone he or she appoints, such as the on-site Director, may terminate my participation in the Program. I understand and acknowledge that should my participation in the Program be terminated, I will receive no refund of any fees, I am required to leave the Program immediately, and that I am solely responsible for arranging and paying for my own transportation back to the United States.

### **Reproduction of Records/Media Release**

I authorize the University to use (copy, distribute, publish, or display (in whole or in part, in any electronic or print medium or media, including but not limited to social media sites and channels) without any form of compensation to me any submitted images, recordings, podcasts, videos, pictures featuring or portraying me; written comments/evaluations or any other material for use and redistribution pertaining to the Program in the University's public relations material, including, but not limited to, displaying on the University website and other forms of electronic and social media. I also grant permission for any pictures taken of me during the Program to be used by the University in promotional materials. I acknowledge that all submitted media and materials (including those submitted by me) become the property of the University.

### **VOLUNTARY SIGNATURE AND BINDING OF HEIRS AND ASSIGNS:**

In signing this Agreement, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed. The University has not made and I have not

relied on any oral representations, statements, or inducements apart from the terms contained in this Agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. This Agreement is to be construed and governed under the laws of the State of Texas, United States of America; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.**

**Should you have any questions about these rights and the ramifications of signing this document you should consult an attorney.**

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Participant's Date of Birth:** \_\_\_\_\_

**Parent or Legal Guardian Signature:** \_\_\_\_\_  
*(If Participant is under 18 years old)*

**Parent or Legal Guardian Printed Name:** \_\_\_\_\_  
*(If Participant is under 18 years old)*

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