RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT

INTERNATIONAL TRAVEL

Schreiner University (SU) allows Participants to participate in Participant activities that may involve or require international travel, such as institution-sponsored study abroad programs and trips (together “Activity”). Certain risks are inherent to personal health, safety and/or property when traveling and when traveling overnight. It is SU’s policy that individuals will not be permitted to participate in the Activity involving international travel unless he or she is willing to accept the associated travel risks and execute this waiver of liability pertaining to those risks.

PROMOTIONAL RIGHTS: As a condition of my participation, I hereby grant SU the right to use, for promotional purposes only, any photographs of me taken by SU, its employees or agents, during my participation in the Activity. I further understand and agree that SU may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Activity.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with SU’s policies and procedures. I further agree to abide by all the rules and requirements of the Activity and the rules listed in the. I acknowledge that SU has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or at SU’s discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity, including but not limited to the fact that the Activity will be held in and around [SPECIFY LOCATION]. I understand that travel outside the United States is considered dangerous and I accept the risks of such travel. I have received and reviewed the travel itinerary for the Activity and understand the risks involved in traveling, to, within and from [SPECIFY LOCATION], including but not limited to foreign political, legal, social, and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, and negligent first aid operations or medical treatment. I further understand that serious injuries could occur during my participation in the Activity and that as a Participant I could sustain personal injuries, property damage, or even death as a consequence of [SPECIFY ACTIVITIES], local transportation to and from the [SPECIFY SITES OF ACTIVITIES], international travel to and from [SPECIFY LOCATION].

I understand and hereby acknowledge that I have carefully reviewed and fully understand the directives and recommendations, including recommendations concerning immunizations and medicines (hereinafter “recommended immunizations”) for travel to, in and around [SPECIFY LOCATION], provided by:

- The United States State Department, which issues Travel Warnings, Travel Alerts and Country Specific Information at: http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html;
• The World Health Organization http://www.who.int/csr/alertresponse/en; and

• The Centers for Disease Control, via the International Travelers Hotline at 1-877-FYI-TRIP (1-877-394-8747) or at http://www.cdc.gov/travel.

NOTE: All website references are accurate as of April 2014.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from [SPECIFY]; local transportation to and from [SPECIFY SITE]; including but not limited to foreign political, legal, social, and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, negligent first aid operations or medical treatment, and other risks that are unknown at this time.

I am aware of and understand the risks and dangers associated with travel to, in and around [SPECIFY LOCATION] during my participation in the Activity, as well as with any activities I undertake which are not associated with the Activity or sponsored or controlled by SU, such as independent travel during free periods, periods of time extending beyond the termination of the Activity, or other periods in which I am not participating in Activity activities. I understand and agree that if I select or arrange my own lodging for the Activity, I assume all risks for such lodging.

I certify that I have educated and informed myself about diseases, illnesses, and other health concerns that may result from living and traveling in [SPECIFY LOCATION]. I understand that I may be at risk for contracting certain diseases including, but not limited to: [SPECIFY: e.g., malaria, side effects of malaria drugs, typhoid fever, cholera, Hepatitis B, Hepatitis A, encephalitis, tetanus and diphtheria, polio, measles, mumps, rubella, tuberculosis and the plague.]

I further acknowledge that at times during the Activity I may be many hours from the nearest medical care or treatment, that available medical treatment may not equate with the level of care available in many U.S. hospitals, and that these conditions and the remoteness of some of my travel in [SPECIFY LOCATION] may subject me to additional risks of injury, disease, death or damage to my personal property; and, that any injuries or damage I sustain may grow more severe or lead to my premature death due to the remoteness of the location, the lack of quick access to quality medical care in some instances, and/or the poor quality of the roads or available transportation in some areas.

I understand that serious injuries could occur during participation in this Activity and that as a Participant, I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only SU’s actions or inactions, but the actions, inactions, negligence or fault of others and that there may be other risks not known to me or not reasonably foreseeable at this time.
I further understand and agree that SU is not responsible for any injury or damage that I sustain if I travel independently or am otherwise separated or absent from SU-sponsored activities. I acknowledge that I am solely responsible for any legal problems I encounter with any foreign nationals or government and SU is not responsible for providing any assistance under those circumstances.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THEY SOLEY ARISE FROM THE RELEASEES’ INTENTIONAL MISCONDUCT, GROSSLY NEGLIGENT OR NEGLIGENT ACTS, and I assume full responsibility for my participation in the Activity.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Schreiner University, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at SU’s direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Activity, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED SOLELY BY THE RELEASEES’ NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, INCLUDING OVERNIGHT STAY, TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY LOCATION ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.

I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

SU expressly disclaims liability for actions of third parties, which includes but is not limited to Participants, agents or volunteers who are not acting under the direction and control of SU. I, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Activity, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES.
OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS SOLELY CAUSED BY THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Activity, I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.

PERSONAL MEDICAL INSURANCE:  I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Activity except for medical costs arising from an injury that I sustain that is the direct result of Releasees’ negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of Releasees’ negligence, gross negligence or intentional misconduct.

MEDICAL CONSENT:  I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I (initial one) do____/do not____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that SU personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I further understand that in the event that I experience any condition requiring emergency medical treatment, SU may direct that I be transported to the hospital for such care.

CERTIFICATION OF HEALTH AFTER THE ACTIVITY: I hereby agree that if I refuse the recommended immunizations for [SPECIFY LOCATION], I may not be permitted to return to campus after I have traveled to [SPECIFY LOCATION] until I provide appropriate medical documentation which certifies that I am not a carrier of malaria, typhoid fever, cholera, Hepatitis B, Hepatitis A, encephalitis, tetanus and diphtheria, polio, measles, mumps, rubella, tuberculosis, the plague or [SPECIFY OTHER]. I understand that my failure to provide this documentation may result in my inability to return to SU.

OFF-CAMPUS INDEPENDENT HOUSING: I hereby agree that if I select to choose housing independent of that offered by SU for the Activity, the following conditions apply:

- Neither SU nor the Activity can provide assistance with said housing.
- I will be solely responsible for all aspects of said housing and any risks associated with the same, including the signing of a lease and assumption of any related legal responsibilities; payment of rent; payment of deposits; payment of utilities, telephone,
and damages incurred to the property and my possessions.

- Repairs, any special housing arrangements, and bills are my sole responsibility to negotiate with the landlord/building owner.
- For security reasons, I will inform the program office and SU in writing (email is acceptable) of my off-campus address and phone number in case there is a need to reach me at my off-campus housing.
- I agree to check in (by email or phone) with SU at least once every [x] days to inform them of my progress in the Activity.
- I understand that my failure to comply with the conditions of independent housing may result in disciplinary action. In such an event, the Activity and/or SU will require me to live in housing arranged for the Activity. I am responsible for all costs related to the cancelling of independent housing arrangements.

I understand and acknowledge that by choosing to live in independent housing not selected by the Activity that I am solely responsible for security of myself and my property and for my personal safety. I further acknowledge and understand that, while I choose to live in independent housing, Releasees are not responsible for my personal safety nor security nor the security of my property. In consideration of permission for me to continue in its program while living in independent housing of my own selection, I hereby release and discharge Releasees from liability for any injury or damages of any nature related to or which may arise from my decision to live in independent housing and my choice of independent housing.

**NON-EMPLOYEE STATUS:** I understand and acknowledge that in participating in the Activity, I am doing so independently and that I am not an employee or agent of SU. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from SU for my participation in the Activity.

**MULTIPLE OCCURRENCES:** If this Activity involves multiple occurrences, those multiple occurrences are outlined in Attachment A. This waiver shall be applicable to any and all such occurrences.

**CHANGE OF VENUE:** SU reserves the right to change the venue to a similar venue and/or to change the dates of the Activity if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.
I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: _______________________  __________________________________________

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.

Date: _______________________  __________________________________________

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Received by:

Date: _______________________  __________________________________________

(Signature)

(Printed Name of Institution Official)
EMERGENCY CONTACT FORM

The information provided on this form will allow your emergency contact to be quickly informed in the case of an emergency and alleviate unnecessary concern. The information you provide is voluntary.

Personal Details

Full Name: _______________________________________________________________

Home Address: ____________________________________________________________

Home Phone: _______________________   Mobile Phone: ________________________

Email: _____________________________

Date of Birth: _______________________

Primary Physician Name: _____________  Primary Physician Phone: _______________

Health Insurance Co.: ________________  Health Insurance Co. Policy No.: _________

List any medical conditions, allergies (drug, food, etc.), medications, special needs:

________________________________________________________________________

________________________________________________________________________

Person to Contact in an Emergency

Name: ___________________________________________________________________

Address: __________________________________________________________________

Primary Phone: _______________________  Alternate Phone: _______________________

Email: ______________________________