



## 6. Waiver of Liability and Indemnification University Sponsored International Travel by Students

Please fill in the requested information as indicated in the **GRAY** areas. Print, sign, and submit the form to the International Travel Coordinator (ITC) no later than 7 weeks prior to trip departure.

I request permission to participate in the following Texas A&M University-Texarkana International Study Program:

**Titled:** \_\_\_\_\_ hereafter referred to as "*the Program*"

**Destination:** \_\_\_\_\_

**Starting Date:** \_\_\_\_\_ **Ending Date:** \_\_\_\_\_

I acknowledge my participation in *the Program* is wholly voluntary and will be under the following terms and conditions:

### **I. Risks of International Study Program**

I understand *the Program* involves risks, hazards, and dangers (collectively "risks") involving traveling to, being within, and returning from, one or more foreign countries. Such risks include, but are not limited to damage to my property, injury to me, or my death; foreign political, legal, social, economic conditions; local sanitation, medical, and weather conditions. In addition, I am aware of risks to me posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, and/or violence. I acknowledge applicable current travel advisories issued by the U.S. Department of State and the Center for Disease Control information materials either have been received or Internet site addresses have been provided to me.

### **II. Health and Safety**

a) I represent that I will be covered during my participation in *the Program* by a policy of comprehensive health and accident insurance, as well as coverage for emergency evacuation and repatriation of remains.

b) I acknowledge **A&M-Texarkana** is not obligated to attend to nor is responsible for the cost or quality of any of my medical or medication needs during my participation in *the Program*. **A&M-Texarkana** 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 such expenses and release **A&M-Texarkana** from any liability for such actions.

c) I declare that I know of no medical reason which would preclude my participation in all activities scheduled for *the Program*.

### **III. Changes to Program and Responsibility**

- a) I understand **A&M-Texarkana** 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 or goods or services related to *the Program*.
- b) **A&M-Texarkana** reserves the right to make changes to *the Program* (including equipment substitutions or alterations in the proposed itinerary) at any time and for any reason, with or without notice, and **A&M-Texarkana** shall not be liable for any loss to me by reason of any such cancellation or change. **A&M-Texarkana** is not responsible for penalties assessed by air, land, water carriers and/or other transportation that may result due to any changes, regardless of whether **A&M-Texarkana** makes such arrangement. **A&M-Texarkana**, reserves the right to substitute hotels or accommodations or housing at any time. Specific room and housing assignments are within the sole discretion of **A&M-Texarkana**.
- c) I acknowledge **A&M-Texarkana** assumes no responsibility or liability, in whole or in part, for: any delays, delayed or changed departure, or arrival times; fare changes, dishonors of hotel, airline or vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of **A&M-Texarkana**, force majeure, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and loss of property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond **A&M-Texarkana'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, **A&M-Texarkana** will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely.
- d) The right is reserved by **A&M-Texarkana**, in its sole discretion, to cancel all or some of *the Program* prior to or after departure; which may require all participants return to the United States if **A&M-Texarkana** determines or believes any person is or will be in danger if *the Program* or any aspect is continued. If *the Program* is changed or cancelled, the only responsibility of *the Program* is to refund to me all uncommitted monies and deposits I have paid to *the Program*. If changes in *the Program* are minor, *the Program* does not have to refund any amounts.

#### **IV. Independent Activity**

I understand if I spend any time away from *the Program's* location, or participate in any activity which is not part of *the Program*, that my participation in these activities is not required by **A&M-Texarkana** and is wholly voluntary. I assume all risks arising out of or that occur during activities away from *the Program*.

#### **V. Standard of Conduct**

- a) I agree to abide by **A&M-Texarkana's** rules on Alcohol, Drug Use, Sexual Harassment, and the Student Code of Conduct whether I am on the home campus or abroad.
- b) I acknowledge each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize my behavior which violates those laws or standards could harm **A&M-Texarkana's** relations with those countries and their institutions, as well as my own health and safety. I agree to abide by all such laws and standards for each country to or through which I will travel during my participation in *the Program* and I will attend to any legal problems I encounter. **A&M-Texarkana** is not responsible for providing any assistance under such circumstances.
- c) I understand *the ITC* 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 ITC* or someone s/he appoints, such as the on-site Director, may terminate my participation in *the Program*. I agree if my participation in *the Program* be terminated, I will receive no refund of any fees, I will be required to leave *the Program* immediately, and I will be solely responsible for arranging and paying for my own transportation back to the United States.

#### **VI. Reproduction of Records**

*The Program* may reproduce and use for publicity and/or educational purposes without compensation all photographs, videos, movies, or sound recordings taken of me during the time I participate in *the Program*.

#### **VII. Assumption of Risk and Release of Claims**

In consideration of being permitted to participate in *the Program*, I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in *the Program*. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, release and forever discharge **A&M-Texarkana**, The Texas A&M University System, and their employees, agents, officers, board and representatives (herein collectively "**A&M-Texarkana**") from any and all liability whatsoever, arising out of or related to any and all damages, losses or injuries (including death) I sustain to my person and/or property, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney's fees, which arise out of, result from, occur during or

are connected in any manner with my participation in *the Program*, any related or independent travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by **A&M-Texarkana, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of A&M-Texarkana.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

**VIII. Indemnification and Hold Harmless**

**I agree to indemnify and hold harmless A&M-Texarkana** from any and all liabilities, claims, demands, injuries (including 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 in *the Program*, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of A&M-Texarkana.**

It is my express intent that this agreement binds the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representatives, if I am deceased.

I agree this Waiver and Indemnification is to be construed and governed under the laws of the State of Texas, U.S.A.; and if any portion is held invalid the balance shall continue in full legal force and effect.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.  
CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

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

**Participant’s Signature:** \_\_\_\_\_

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

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



*If student is under 18 years of age:*

I am the parent or legal guardian of the above student, I have read and understand the foregoing Agreement and Release Form (including such parts as may subject me to personal financial responsibility), I am and will be legally responsible for the obligations and acts of the student as described in this Agreement and Waiver of Liability and Release Form, and I agree, for myself and for the student, to be bound by its terms.

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Parent or Legal Guardian Signature

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Date

INSTRUCTIONS: (1) The document should be printed in a font size no smaller than 10-point type. This is 10-point type. This is 12-point type. (2) The formatting/font style (**bolded, underlined, and italicized**) must not be altered.