



## Waiver of Liability, Assumption of Risk, & Indemnity Agreement

### Chapman University Study Abroad / Travel Course Program or Activity

**Waiver and Release:** In consideration of being permitted to participate in any way in the Study Abroad Program, Travel Course, or other Foreign Travel sponsored in whole or in part by Chapman University specifically described as:

hereinafter referred to as the "Travel," I, as Participant, for myself, my heirs, personal representative or assigns, do hereby **release, waive, discharge, and covenant not to bring suit or legal or equitable action** against Chapman University, its Trustees, officers, employees, and agents, successors and assigns (hereinafter Chapman) from any and all obligations, liabilities, demands, claims, costs and expenses, including attorney's fees arising out of or in any way connected with the aforementioned travel, said release to include but not be limited to events resulting in personal injury, accident, or illness, including death and property loss arising from participation in the "Travel," including those claimed to result from the negligence of the aforementioned parties and which arise out of or are in any way connected with, but not limited to any of the following:

- A. Any change in the published itinerary of the "Travel" including the cancellation, abandonment or alteration of the "Travel" at any time, or inconveniences thereof of any type or nature.
- B. Any and all claims of whatever nature for any injury, loss, damage, accident, delay, irregularity or expense arising from the use of any vehicle or other mode of transportation or services, strikes, war, weather, sickness, quarantine, government restrictions or regulations, or from any act or omission of any steamship, airline, railroad, bus transportation, sightseeing, hotel or any other service or transporting company, firm, individual or agency, or for any other cause whatsoever in connection therewith.
- C. Any intentional or unintentional injury, whether or not resulting in death, to the student or to any other person or persons caused in whole or part by the student or any other student(s), whether alone or together with or in association with others.
- D. Any loss or intentional or unintentional injury or damage to property, whether personal, real or mixed, owned or in the custody or possession of the student or any other person caused in whole or in part by the student, whether alone or together with or in association with others.
- E. Any fares or expenses paid or to be paid by the student or on behalf of the student pursuant to the passage ticket contract for the "Travel" Program.
- F. Any financial or other obligations or liabilities incurred by the student during the "Travel" Program.

**Assumption of Risks:** Participation in the "Travel" carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid same. I hereby acknowledge my awareness that my participation in this "Travel" may expose me to the risk of personal bodily injury and/or property damage, including injury that may prove fatal. I acknowledge that the "Travel" Program may involve travel to or through locations or countries engaged in civil insurrection, rebellion or war. I further understand that the risks that I may encounter include but are not limited to, pedestrian, airplane crashes, car, van, bus, boat, ferry, other transportation-related accidents, and drowning; animal bites, white-water rafting, snorkeling, hiking, and horseback riding accidents; natural disaster, political unrest; international or domestic terrorist incidents including bombings.

**Consular Information Sheet:** I herein acknowledge that I have read and understand the proposed itinerary for the trip and have reviewed the Consular Information Sheet produced by the United States Department of State (<http://www.travel.state.gov>) if any, as may be applicable. I hereby accept that participation is strictly voluntary, and that by signing this document I knowingly assume all such risks.

**Rules Associated with the "Travel":** I agree to follow any and all rules, regulations, or other protocol, policy or procedure promulgated for this "Travel" whether developed by Chapman University or other entity or individual associated with the "Travel." I will comply with the Chapman University conduct regulations for students throughout the duration of my participation in the "Travel," as well as the standards of conduct of any host institution. I agree that Chapman University or a Program Director shall have the right to enforce appropriate standards of behavior and that I may be dismissed from the "Travel" at any time for failure to comply with such standards.

**American/Other Citizen in Foreign Country:** I understand that as an American citizen in a foreign country, or otherwise as a non-citizen of the country(ies) of travel, I will be subject to the laws of that country. I agree to comply with those laws, as well as with the regulations of any host institution, including refraining from using, possessing or selling any illegal drugs. I understand that possession of any illegal drugs is grounds for immediate expulsion from the program, without refund. In addition, I understand that should I have any legal problems in any host country that I will be responsible for any legal costs incurred as a result. Chapman University cannot and will not provide legal counsel in such circumstances.



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**Political Activities:** I understand that engaging in political activity in any host country, including but not limited to joining political parties or unions, participating in demonstrations, soliciting political material or picketing may be dangerous or illegal. If I have legal problems because of such activities, I understand that that Chapman University cannot and will not provide legal counsel.

**Motor Vehicles:** The University strongly recommends against owning or operating motor vehicles (including motorcycles, mopeds, and all other motorized vehicles, as well as cars) while participating in travel or study abroad, due to the inherent dangers of driving in a country with different traffic laws, driving habits, and regulations relating to insurance. If, however, I decide to operate a motor vehicle while abroad, I recognize that Chapman University or its agents or employees assume no responsibility for my safety or for costs or difficulties that I may incur, and that I participate in these activities at my own risk.

**Recreational Activities:** I understand that if I engage in recreational activities, sports, tours, travel, or any other activities during free time and outside of organized Chapman University Study Abroad program activities that Chapman University or its agents or employees assume no responsibility for my safety or any liability for costs or difficulties that I may incur, and that I participate in these activities at my own risk.

**Separation from Group:** I agree that in the event that I become separated from the group due to failure to meet the group at an assigned time, I will bear all responsibility to seek out, contact, and reach the group at its next available destination, and I understand that I will bear all the costs involved in contacting and reaching the group.

**Health Risks:** I understand and acknowledge that there are inherent health risks associated with traveling abroad. I understand that medical and hospital treatment in the countries I will visit during the "Travel" Program may not be equivalent to the standards of such treatment in the United States. I agree that I am personally responsible for obtaining all health information, instruction, medical procedures, immunizations and medications appropriate to my intended travel. I recognize that the University is not responsible for any of my medical or medication needs and I assume all risk and responsibility therefore.

**Representations Concerning Health:** With full knowledge of the risks, I represent myself to be in good health and do not have any condition which will interfere with my ability to participate in the "Travel" or endanger my health or safety or the health or safety of other participants. I have valid and current insurance to cover any injury or damage I may cause or suffer while participating in the "Travel" or I otherwise agree to personally bear the costs of such injury or damage.

**Medical Authorization:** I, the undersigned, without establishing obligation, hereby give permission and authority to Chapman University and any of its officers, employees or agents to take whatever action they deem warranted under the circumstances and to act as my agent regarding my health and safety. This includes permission to render or have rendered medical treatment, including the giving of antibiotics or other medication, and to consent to any examinations, x-rays, anesthetic, medical or surgical diagnosis or treatment and hospital care if and when deemed necessary at the treating physician's reasonable discretion whether such treatment is rendered at the offices of such physicians or at a hospital. This authority will permit Chapman University or any of its agents at their discretion to place me at my own expense, in the hospital at any point for medical services and treatment or, if no hospital is available or if the attending physician deems appropriate, to place me in the hands of a local physician for treatment. I acknowledge that this authorization is not given in advance of any specific diagnosis, treatment or hospital care, however it is given to provide authority and power on the part of the aforesaid agents to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned physician in the exercise of his/her best judgment may deem advisable with respect to my personal health and safety. If I become ill or incapacitated, Chapman University or its aforementioned agents may take such actions as they consider necessary under the circumstances, including securing medical treatment and transporting me home at my own expense using commercial or private air transportation as may be indicated. I agree that I will be fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care that are not covered by insurance; I agree to reimburse Chapman University for any such expenses incurred by me and paid by Chapman University, and I further agree to hold harmless and indemnify Chapman for any and all actions taken to provide necessary emergency medical care that occurs during the "Travel." The undersigned releases Chapman University and its aforesaid agents from all liability related to such decisions or actions as may be taken in connection therewith. If I designate a person below to contact in the event of a medical emergency I hereby authorize Chapman University and its authorized agents to make such contact as deemed necessary.

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Street: \_\_\_\_\_ Email: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_



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**Transcripts:** I give permission to Chapman University to request official transcripts on my behalf and to send transcripts to any destination which is the subject of this Agreement or others that I may request. I understand that I will have to pay a \_\_\_\_\_ transaction fee for each transcript request.

**Cancellations and Changes:** I understand that the University reserves the right to make cancellations, changes or substitutions or abandonment in the "Travel" itinerary, hotels, means of transportation and for other reasons at any time because of emergency, changed conditions or the Program Director's determination that such changes or substitutions are in the best interest of the Program or its participants. I understand that the University is not responsible for the cost of replacing airline or other tickets if the carrier goes into bankruptcy or is otherwise unable to perform.

**Removal from Program:** I understand that if my participation in the Program is terminated by Chapman University or the Program Director, I will be sent home with no refund of fees. If I am sent home before completion of the Program, I agree that I will be responsible for any and all costs and expenses associated with my return home. I also understand that if I leave the Program voluntarily for any reason, including illness, I will be responsible for any and all costs and expenses associated with my return home and that there will be no refund of any fees.

**Indemnification and Hold Harmless:** I agree to **INDEMNIFY** and **HOLD** Chapman University and its Trustees, officers, employees and agents **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result in my involvement in the "Travel," including transportation, and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this **waiver of liability, assumption of risk, and indemnity agreement**, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** as relates to the "Travel" to the greatest extent allowed by law.

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Parent or Guardian If  
Participant Under 18 years: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_