

Release and Assumption of Risk

WHEREAS, I, Faculty Staff Student EAM Community Member

contemplate participating in the University of Louisville ("University") activity at

from: to: and **WHEREAS** the activity is sponsored by

School/ Department at the University of Louisville, entitled Program name:

WHEREAS my participation is voluntary and in the event that the activity is for academic credit, I acknowledge that the University of Louisville has offered an alternative means of receiving academic credit in lieu of participating in the activity; and

WHEREAS I have read the program materials and had the opportunity for oral briefing and discussion with University personnel about the program including type of facilities, health care, housing, food, transportation and personal safety conditions expected in the locale and the types of activities and physical requirements necessary for successful participation, and , and consult the Center for Disease Control (CDC) and U.S. Department of State web sites (<http://www.cdc.gov/travel/> for CDC; http://travel.state.gov/travel_warnings.html for State Department).

WHEREAS I understand that I am free to utilize transportation provided via the University of Louisville or to choose a mode of transportation independent of that provided by the University at my own risk and expense;

NOW THEREFORE, in consideration of my being offered the opportunity to participate, I agree as follows:

- 1.I voluntarily and willingly agree to participate in all activities, and represent that I am medically fit to engage in the activity and travel. I further agree voluntarily to assume all risks including for accident, illness or damage to my person or property except to the extent of legal liability of the University of Louisville, its officers, employees, and agents for injury caused directly by their wrongful or negligent conduct not contributed to by my own conduct.
2. I acknowledge that personal and/or bodily injury including death and property loss or damage, including those resulting from kidnapping, criminal activity, terrorist attacks, war, lack of access to health care, and food or beverage contamination are possible risks of international travel. International air travel may also involve travel rerouting and delays, increased security checks and additional air passenger restrictions. I also understand that some foreign facilities may not meet United States disability access standards. I have considered these risks and voluntarily agree to assume them.
- 3.I, on behalf of myself, my heirs, successors and assigns, waive and release all claims against the University of Louisville and its agents, and any tour organizer employed or utilized by the University of Louisville, for any injury, loss, damage, accident, delay or expense including those resulting from the use of any vehicle, weather, sickness, or arising from any act or omission of any restaurant, transportation or accommodation provider, other party, institution or individual in connection with the activity to the extent of liability not directly caused by wrongful acts or negligence of the University, its agents, or its tour organizer nor related to any willful or negligent conduct by me. This release does not extend to my contractual rights in agreements with tour organizers or travel agents.
4. I grant the University of Louisville and its agent's full authority to take whatever actions they may in their sole judgment consider to be warranted under the circumstances regarding my health and safety during the period of this activity and associated travel. Specifically, I authorize the University of Louisville and its agents, at their discretion, to place me at my own expense and without further consent in a hospital for medical services. I acknowledge primary responsibility for my own health and agree to obtain insurance coverage for health-related expenses incurred during or in connection with my participation in the activity or to be responsible for any costs associated with my health care including any advanced on my behalf by the University in its sole discretion, but in no event, shall the University or its agents be required to advance such costs.
5. I acknowledge and agree that this is a supervised program and that group standards must be observed. I agree to remain at all times under the supervision of the University and its agents and will comply with the University rules and instructions as well as local law and custom. I hereby waive and release all claims against the University of Louisville and its agents related to my failure to cooperate with such supervision, comply with such instructions or my misconduct.

6. I acknowledge and agree that the University shall have the right to enforce appropriate standards of conduct and that it may at any time terminate my participation in the trip or attendant activities for failure to maintain these standards or for any conduct which the University considers to be incompatible with the interest, harmony, comfort and welfare of others. I specifically agree that if my participation is terminated for this reason or any reason related to my misconduct, my consent is hereby given for immediate transportation home at my own expense with no refund of program charges.
7. I recognize that the trip and attendant activities are group endeavors and agree to accept and abide by the will of the majority whenever a matter of choice is presented to the group by the University's agent.
8. I hereby acknowledge that the University shall have authority to cancel or terminate the activity or travel in accordance with its policies or best judgment including a cancellation in consideration of international or political developments and/or State Department travel warnings. I agree that if the University cancels or terminates the activity or part of it, it will refund any fees retained by the University and that the University will request a complete refund of any additional money paid by it or me for travel or accommodations, etc. for the activity. I understand that the University is not responsible to me for the refund practice of any particular vendor. Accordingly, I acknowledge the advice of the University that I purchase full coverage trip cancellation and trip interruption insurance at my own expense for my financial losses in connection with any cancellation or termination.
9. I have carefully read a copy of the information brochure about international travel (Attachment 1) and agree to comply with its instructions in connection with this activity.

I am at least 18 years old, have carefully read this document with the opportunity to consult an attorney if I wish. I understand and agree to be bound by it.

Signature of Participant

Date

Signature of Parent if under 18 years of age

Date

Witness Signature

Date

Name of emergency contact

Emergency phone