

JSU International Travel General Release, Liability Waiver, and Indemnity Agreement

I hereby acknowledge that I have voluntarily chosen to participate in a _____

- Travel Abroad Program (hereinafter "TAP") that is administered by or overseen by Jacksonville State University

(JSU). The TAP will take place or be hosted in _____ during _____

I HEREBY EXPRESSLY STATE AND AGREE AS FOLLOWS:

____ (initial) PROGRAM EDUCATIONALLY BENEFICIAL: I have determined that this program will benefit me and/or my students. I have made the necessary arrangements to award credit for the course for student participants.

____ (initial) INFORMED AS TO PROGRAM: I have been informed of and/or I understand the various aspects of the TAP I have selected, including, but not limited to, associated costs, arrangements for payment, travel, itinerary, logistics, cancellation, and academic content/credit.

____ (initial) LIABILITY FOR EXPENSES: I understand that I am responsible to ensure that all expenses, fees and costs associated with this TAP are funded either by the approved grant and/or approved departmental fund and/or self-funding sources. I understand, JSU is not responsible for any cost incurred for programs cancelled due to Travel Advisories, for programs which must be changed or modified due to health and safety concerns, or for programs modified or cancelled in the event of unforeseeable events.

____ (initial) ABIDE BY PROGRAM REQUIREMENTS: I agree to abide by all rules and requirements of this TAP.

____ (initial) ACCEPTANCE OF RISKS: I understand that while or as a participant in the program, I may sustain property damage, serious personal injuries, illness, or even death as a consequence of the actions, inactions, wantonness, intentional acts or negligence of others, travel, weather conditions, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means will be my sole responsibility. I understand that there are potential dangers incidental to my participation in this TAP, 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 the location, local travel at the program site, consumption of food, weather conditions, language barriers, differing social culture and national laws, contagious diseases, criminal activities, terrorist activities, negligent medical or first aid operations or procedures, negligent or willful acts of other participants, and other risk that are unknown at this time. I knowingly and voluntarily assume all such risks, both known and unknown and whatever kind, nature or extent and I expressly assume full responsibility for my participation in the described TAP.

____ (initial) MEDICAL MATTERS MY RESPONSIBILITY: I am aware of all my personal medical needs, and I am unaware of any physical or health-related reasons or problems which preclude or restrict my participation in this TAP. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in this program. I understand and agree that JSU is not obligated to attend to any of my medical or medication needs during the program, and I assume all risk and responsibility, therefore. If during the program I require medical treatment or hospital care, in a foreign country or in the United States, JSU is not responsible for arranging, or for the costs, or for the quality of such treatment or care. I agree that JSU may, but is not obligated to, take any actions it considers necessary under the circumstances regarding my health and safety. I further agree to pay all expenses relating thereto and release JSU from any liability for any actions it may take. Further, I understand that medical evacuation to the United States or another country is expensive, and that insurance is available to cover that cost; however, any such insurance or the costs associated with its procurement, or the costs of evacuation not covered by insurance is my sole obligation and not that of JSU. Likewise, repatriation of my remains in the event of death is neither an obligation nor liability of JSU.

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_____(initial) CONSENT TO RELEASE MEDICAL INFORMATION: I may have medical records maintained by JSU, its counseling services, or its healthcare provider Regional Medical Center and /or Regional Health Management Corporation d/b/a JSU / RMC Student Health Clinic. In the event of my illness or injury while participating in this program, I expressly consent to the release of any of my healthcare or medical information in the event it is determined to be relevant and necessary to my care or treatment.

_____(initial) ACCOMPANYING FAMILY MEMBERS: My decision to participate in TAP with my spouse/partner and/or child, is entirely voluntary. I understand that certain risks are inherent in any travel abroad experience and I fully accept those risks on behalf of myself, my spouse/partner, and/or my child. These risks may include, but are not limited to, such things as war, quarantine, civil unrest, public health risks, criminal activity, terrorism, exposure to communicable diseases, ill effects of unfamiliar food and water, incidents related to ground, air or water transportation, adverse weather conditions, accident, injuries or damage to property, and other physical, mental, and emotional injury.

I am responsible to purchase required travel insurance for myself and my spouse/partner, and/or my child.

I knowingly and voluntarily assume all such risks, both known and unknown and whatever kind, nature or extent and

I expressly assume full responsibility for my and my spouse/partner and/or child's participation in the described TAP.

_____(initial) DISCHARGE AND RELEASE: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby fully release, waive, discharge, and covenant not to sue or claim against Jacksonville State University, its trustees, officers, employees, and agents for any and all liability of whatever kind or nature, including any and all claims, demands, causes of action, suits, or judgments of any and every kind (including attorneys' fees and costs and expenses), arising from any injury, property damage, or death that I may suffer as a result of my participation in this TAP, regardless of whether the injury, damage, or death is caused by the negligence of those whom I have released or otherwise.

_____(initial) INDEMNITY & HOLD HARMLESS: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify JSU, its trustees, officers, employees and agents, 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, expenses and costs), arising from any injury, property damage, or death that I may suffer as a result of my participation in this TAP, regardless of whether the injury, damage, or death is caused by negligence or otherwise.

_____(initial) CONSENT TO JURISDICTION AND VENUE: I hereby agree that this release and agreement shall be construed in accordance with the laws of the State of Alabama without regard to conflicts of law principles. As to any triable matter arising from this agreement in which Jacksonville State University, its trustees, officials, faculty, staff, employees or agents are or may have a claim asserted or may be joined as a party, whether such matter arises directly or indirectly from this agreement or my status as a participant, I understand that such claim must be submitted to the State Board of Adjustments. Only to the extent the State Board of Adjustments lacks jurisdiction, I irrevocably submit to the jurisdiction and venue of the Circuit Court of Calhoun County, Alabama.

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I have read this agreement and fully understand its terms. I am aware that this agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify JSU and all those associated with it. I understand that I have given up substantial rights by signing this agreement, and I sign it freely and voluntarily without any inducement.

Full Name

Student/Faculty/Staff/Alumni/Parent

Circle one

Signature

Date

Witness Signature

Date