

**WICHITA STATE UNIVERSITY
RELEASE, WAIVER, AND AGREEMENT NOT TO SUE
FACULTY-LED STUDY ABROAD**

I, _____, am a student at Wichita State University (“WSU” or the “University”) and have applied to participate in _____, an activity abroad, to be held on or from _____ (the “Program”). I understand participation in the Program involves a risk of injury and I assume the risk for the same. I understand and acknowledge that I am not required to participate in the Program and that my participation is wholly voluntary. In order to allow the University to allow me to participate in the Program, and also in consideration of the University’s agreement to permit me to participate in the Program, I acknowledge, agree, warrant, and represent as follows:

1. **Releasees.** For purposes of this document (the “Release”), I understand that “WSU” or “University” refers to Wichita State University and its employees, students, agents, servants, officers, trustees, and representatives (in their official and individual capacities) (hereinafter, collectively the “Releasees”).
2. **Risk.** I understand that participation in the Program and international travel generally involves risks not found in study at WSU. These include, without limitation, risks involved in traveling to, from, and within the Program destination; foreign political, legal, medical, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local weather conditions; as well as risks generated by the activities in which I engage while on the Program. The country or countries to which I will travel may have health and safety standards that differ from those enjoyed in the United States, and I recognize that I may be subjected to potential risks, illnesses, injuries and even death. I understand that I am going to another country and that the laws, rules, and regulations that apply to my behavior may be different than those regulating conduct in the United States. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly. I will take every precaution to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that the University recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well-being. I understand that, although WSU has allowed me to participate in the Program, it is not responsible for eliminating any or all risks, nor can it guarantee my safety or well-being while I am participating in the Program. I have made the independent decision to participate in the Program. I knowingly and voluntarily assume all such risks, both known and unknown, even if arising from the negligence of the Releasees and I voluntarily assume full responsibility for my participation in the Program.

I have read and understood all information on the U.S. State Department website (<http://travel.state.gov>) about the country or countries to which or in which I am traveling, including, without limitation, the U.S. Department of State Consular Information Sheet and the State Department Warning (if applicable). I also have reviewed the U.S. Centers for Disease Control health advisory information relating to travel abroad found at <http://www.cdc.gov/travel>, and any additional information available from the World Health Organization website (<http://www.who.int/>). With knowledge of this information, I have made the independent decision to participate in the Program.

3. **Institutional Arrangements.** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host family, employer, institution, transportation carrier, hotel, tour organizer or other provider of food, goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control, and that it cannot warrant the safety or convenience of the circumstances under which I will be living and/or working.
4. **Health and Safety.** I represent and warrant as follows:
 - a. I have no known physical or health-related reasons or problems that may preclude or restrict my participation in the Program and related activities, or I have disclosed to the University any physical, mental, and/or emotional conditions or problems, permanent or temporary, including special dietary and medication needs, or the need for visual or auditory aids that might impair my ability to participate in the Program. I understand that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefor. If I require medical treatment or hospital care in a foreign country or in the United States, the University is not responsible for the cost or quality of such treatment or care. I hereby release the Releasees from any and all claims, damages, injuries, or loss arising out of my failure to disclose such conditions or problems.
 - b. I understand that receiving any inoculations (if necessary) is my responsibility and I will not hold the University liable for any adverse reactions as a result of taking the inoculations or illness abroad or at home due to not taking the inoculations. I will make all preparations necessary to safeguard my health and comply with all recommended precautions pertaining to my health and safety. I have further arranged, through insurance or otherwise, to meet any and all needs for payment of health care coverage or medical costs that I may incur while participating in the Program.
 - c. I carry valid and current medical insurance and have a valid insurance identity card to bring. I have determined that this insurance is adequate to cover injuries or illnesses that I may sustain while participating in the Program, and also includes medical evacuation and repatriation coverage. I will be solely responsible for payment in full of all costs of medical care I may receive. I authorize WSU to obtain appropriate health care for me in the event that I need it but am unable to obtain it for myself. I agree to hold harmless and indemnify WSU for any and all actions taken by WSU to provide necessary emergency medical care to me during the Program. I also understand and agree that if I experience serious health problems, suffer an injury, or am otherwise in a situation that raises significant health and safety concerns, then WSU may contact my parents or any other person whose name I have provided as my “emergency contact.” I understand that WSU ordinarily will not initiate such contact without having a discussion with me.
5. **Standards of Conduct; Dismissal from Program.**
 - a. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior which violates those laws or standards could harm WSU’s relations with those countries and the institutions therein, as well as my own health and safety. I understand that WSU is not responsible for providing any assistance, legal or otherwise, in dealing with the laws or standards of foreign countries. I will become informed of, and abide by, all such laws and standards for each country to or through which I will travel and accept any consequences of violations thereof.
 - b. I understand and agree to comply with all applicable University rules, regulations, and policies governing students and/or employees (as applicable).
 - c. I understand that the University and/or the Program director has the right to enforce such standards of conduct as set forth above and that I may be dismissed from the Program at any time for failing to abide by such standards.

- d. I understand that the University reserves the right to dismiss me from the Program at any time should my actions or general behavior, in the sole discretion of the University, impede or obstruct the Program in any way or endanger myself, other participants, faculty or staff.
- e. I understand and agree that if I am dismissed from the Program due to my conduct, I remain fully responsible for the entire cost and expenses related to the Program, including but not limited to tuition fees, airline tickets, accommodations, travel/health insurance, visa fees, etc. I understand and agree that I will not be entitled to any reimbursement and/or refund from the University.
6. **Program Changes.** I acknowledge and agree that, while WSU will attempt to maintain the Program as described in its publications, WSU reserves the right, in its sole discretion, and with or without notice, to change the Program including, but not limited to, the curriculum, instructors, itinerary, travel arrangements, or accommodations, or cancel the Program, at any time and for any reason, including but not limited to emergencies, changed conditions, or the University's determination that such changes are in the best interest of me or the Program. I further understand and acknowledge that the University retains the right to withdraw institutional approval at any time for travel to a country currently under a U.S. State Department Travel Advisory Level 3 or 4, or a CDC Travel Advisory Level 3 should circumstances change thereby creating a significant risk to my safety and well-being.
- a. By choosing to participate in the Program, I acknowledge and agree that I, **not the University**, am responsible for all potential financial costs associated with WSU's cancellation and/or modification of the Program and/or removal of University approval. This includes, but is not limited to costs associated with airline tickets, accommodations, etc.
- b. By choosing to participate in the Program, I acknowledge and agree that WSU will not reimburse and/or refund any fees associated with the Program including, but not limited to program fees, tuition fees, airline tickets, accommodations, travel/health insurance, visa fees, etc.
- c. I have been strongly advised to purchase fully refundable airline tickets and/or trip cancellation insurance to safeguard against any losses or penalties that I might incur.
7. **Assumption of Risks for Travel to Regions of a Country with a Travel Advisory of "Level 3."** To the extent the Program involves travel to regions of a country that are listed by the United States Department of State with a Level 3 travel advisory warning, the following conditions apply:
- a. I understand and agree that my travel details will be registered with the International SOS at least 5 days prior to the beginning of my travel.
- b. I have personally confirmed, and I hereby affirm that the regions of a country to which I intend to travel are currently listed by the United States Department of State (State Dept.) with a Travel Advisory of Level 3.
- c. I understand and agree that I am voluntarily choosing to participate in travel to regions of a country which have been identified by the State Dept. as a Level 3.
- d. I understand and am fully aware of the risks, perils and hazards connected with travelling to regions of a country identified by the State Dept. as a Level 3.
- e. I understand and acknowledge that regions of a country identified by the State Dept. as a Level 3 may have an unstable government, civil war, ongoing intense crime or violence, terrorist's attacks and may be hostile to visitors from the United States.
- f. I understand and acknowledge that I may sustain loss of property, personal or bodily injury, including death, by travelling to regions of a country with a Level 3 Travel Advisory.
- g. I voluntarily and expressly agree and acknowledge that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of travelling to regions of a country with a Level 3 Travel Advisory, whether or not such loss, injury or death is based on the negligence or other wrongful conduct of the Releasees.
- h. I understand and agree that I will cancel my travel prior to my departure date if the State Dept. raises the Travel Advisory of the region of a country to which I intend to travel to a Level 4.
- i. I understand and agree if the State Dept. raises the Travel Advisory to a Level 4 for the regions of a country I am travelling after I have begun my travel to said regions of a country, that I will immediately return to the United States and cancel the remainder of my travel to the regions of a country identified as Level 4.
- j. I understand and agree if the CDC raises the Travel Advisory to a Level 3 for the regions of a country I am travelling after I have begun my travel to said regions of a country, that I will immediately return to the United States and cancel the remainder of my travel to the regions of a country identified as Level 3.
- k. I agree and affirm that it is my responsibility to continuously monitor all Travel Advisories from the State Dept. for the regions of a country to which I intend to travel. <http://travel.state.gov/content/passports/english/alertswarnings.html> I also will ensure I registered to receive the International SOS country alerts while I am traveling to said regions of a country.
8. **Release and Waiver.**
- a. In consideration of the opportunity afforded to me to participate in the Program and with full knowledge and acceptance of the risks associated with the Program and international travel generally, I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby **RELEASE, WAIVE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE** Releasees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses (including, but not limited to attorney's fees) that I may have or that may hereafter accrue to me arising out of or related to the Program and/or in connection with my presence or activities in a foreign country.
- b. I further agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** the Releasee's from and against any loss, liability, damage, or cost, including but not limited to court costs and attorneys' fees, that may arise due to my participation in the Program and/or in connection with my presence or activities in a foreign country.
9. **Miscellaneous.**
- a. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Kansas, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force in effect.
- b. In the event of any cause of action, the laws of the State of Kansas apply, and the jurisdiction lies with the state or federal courts in Sedgwick County, Kansas.

- c. If I am an employee of any of the Releasees, I acknowledge that my participation in the Program is completely voluntary and does not constitute part of my work-related duties. I understand that my decision to participate or not participate, in this Program will not affect my job status.
- d. I hereby consent to any publicity, including the use of my name and likeness, and waive any right to inspect and/or approve any images, recordings or other record (e.g., photography, film, videotape, recordings or advertising copy, etc.) which may be used in connection with my participation in the Program including, but not limited to social media accounts. I understand that I will not be compensated in any way for such use.

**THIS DOCUMENT IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ IT BEFORE SIGNING.
IF YOU ARE UNDER 18, THIS FORM MUST BE SIGNED BY YOUR PARENT OR GUARDIAN BEFORE PARTICIPATING IN THE PROGRAM.**

I ACKNOWLEDGE AND REPRESENT THAT I HAVE CAREFULLY READ ALL OF THE PROVISIONS IN THIS AGREEMENT AND I AGREE TO BE BOUND BY EACH AND ALL OF THEM, AS INDICATED BY MY SIGNATURE BELOW. NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE PROVISIONS OF THIS WRITTEN AGREEMENT, HAVE BEEN MADE REGARDING THE SUBJECT MATTER HEREIN. IT IS MY EXPRESSED INTENT THAT THIS RELEASE SHALL BIND ME, THE MEMBERS OF MY FAMILY AND SPOUSE, IF I AM ALIVE, AND MY ESTATE, FAMILY, HEIRS, ADMINSTRATORS, PERSONAL REPRESENTATIVES, OR ASSIGNS, IF I AM DECEASED, AND SHALL BE DEEMED AS A LEGALLY BINDING RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE THE RELEASEES.

PARTICIPANT SIGNATURE

DATE

PARTICIPANT PRINTED NAME

PARENT/LEGAL GUARDIAN SIGNATURE *(if applicable)*

DATE

PARENT/LEGAL GUARDIAN PRINTED NAME