

International Travel Waiver of Liability

1. In consideration of my being allowed to participate in a Dixie State University Program, I, declare and agree to the following terms and conditions contained in this Agreement: That I have been informed and fully understand that my participation in this activity, during **Academic Year** _____, may involve me being exposed to risks, serious injuries and/or death arising out of the travel, and excursions. Such risks may include, but are not limited to, injury arising out of airplane travel, vehicular accidents, malfunction of equipment, entry into dangerous or defective premises, and possible health dangers, etc. I will read, follow all program procedures, and where necessary, sign travel authorizations and financial approvals, consult with the US Department of State and Center for Disease Control about travel alerts for destination country(s), consider all import and export laws, write a detail emergency action plan (including itinerary dates, times, place, address, contact information). Consult with Risk Management and Safety about an emergency action plan and purchase or receive authorized travel insurance.
2. I have sought such medical evaluation as I deem necessary to warrant that I am in good health and suffer from no condition that would affect my ability to participate in this travel program. I understand that the pace of the program may be physically and emotionally demanding and that I must be ready to engage in all such facets of the program. I understand that some of the physical risks involved in this program include, but are not limited to those described above. I understand that it is my responsibility to consult with the appropriate medical professionals with regard to what immunizations are appropriate or that may be recommended for the program, and have or prior to departure will have obtained them. TRAVEL/HEALTH allergies and medical or physical conditions may restrict my participation in the program.
3. In consideration of being allowed to participate in the program specified above, I hereby covenant not to sue and do hereby release, The State of Utah, Dixie State University, its employees, trustees, agents and volunteers (hereinafter referred to as "University") from any and all liability, claims, demands, and causes of action whatsoever related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, as a result of my participation in this program, whether caused by the University or any other participant in the program. I voluntarily assume full responsibility for any risks of loss, property damage, personal injury, including death that may be sustained by me, as a result of participation in this program.
4. I agree to abide by all applicable Dixie State University policies and procedures while participating in this program. It is also agreed that the University reserves the right to revoke permission for me to participate and terminate my continuation in the program for failure to maintain program standards, or if the directors/administrators/professors deem that my acts of conduct are detrimental to, or incompatible with, the interests, harmony, comfort, or welfare of the program as a whole. In the event the latter should occur, the Director/Administrator will notify me in writing, and **NO REFUND WILL BE GIVEN**. Furthermore, the University assumes no responsibility for any problems incurred by any participant's violation of or otherwise occurring under local Civil law. In the event a participant is forced to leave the program because of an infraction of local laws, or voluntarily decides for personal reasons to leave the program before the program's expected or planned conclusion, **NO REFUND WILL BE GIVEN**. If I fail to complete the program for any of the above reasons, I understand that I may receive only partial or no academic credit for my participation.
5. It is further agreed that if performance of the conditions and agreements as stated in the program literature must be altered because of war, strikes, weather, government restrictions or regulations, acts of God, or any like reasons, the University shall have the right to make such alterations or cancellations of part or all of the program as the University in its sole discretion deems necessary, and in such case, only those funds, not actually used or committed, will be refunded to me. The amount of refund to any participant, under such conditions, will be at the sole computation and determination of the University.
6. It is further agreed that if a participant's cancellation results from any of the conditions enumerated in this Agreement, the provisions of this waiver, rather than the provisions of any other Dixie State University documents concerning refunds and cancellations or penalties, shall control any related refunds.
7. It is further agreed that the University has permission to take, publish or use in any manner, photographs of me, alone or with others, in any way deemed desirable by the University, and that the University may do so at its sole discretion without further permission or license from me.
8. It is further agreed that all of the terms and conditions set forth in this WAIVER shall be deemed incorporated into and become part of any other related contract between the University and myself.
9. I freely give my consent for medical treatment in the event of any personal injury, and for any emergency medical aid, anesthesia and/or surgery to be administered to me, if in the opinion of the attending physician, such treatment is necessary. I also give my permission to the University or its agents, to inform my named contacts if I am involved in an emergency

situation. I furthermore give the University the right to share information about my participation in this study abroad program before, during or after the program with those named as contacts.

10. I have been fully informed about the financial arrangements for this program, and understand that it is my responsibility to sign all necessary documents prior to my departure.
11. I represent and warrant to all other parties to this Agreement that I have read and fully understand the terms and provisions, have had an opportunity to review this Agreement with legal counsel, and have executed this Agreement based upon my own judgment and independent legal advice.
12. I am at least 18 years of age, am under no obligation to participate in this program, and it is not required by the University or any mandatory University course, and I am participating voluntarily. I also take full responsibility for any spouse or dependent who would accompany me during the travel or program period.
13. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
14. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both); or by which such party seeks a declaration of any rights or obligations under this Agreement, each party shall pay its own attorney fees, costs and expenses incurred.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement reserves and is intended to conform with all applicable provisions or requirements of the Governmental Immunity Act, Utah Code, Ann. 63G, Chapter 7 et seq.
16. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the understandings between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

SIGNED this _____ day of _____, in the year _____, in _____, Utah.

Signature of Participant _____

DSU Trip Leader Signature _____

Printed name of Participant _____ Printed name of DSU Trip Leader _____