WALLA WALLA UNIVERSITY
International Travel
Liability Waiver, Assumption of Risk, and Release Agreement

Trip Description: ______________________________________________________

Walla Walla University: 204 South College Avenue, College Place, WA 99324-1198

Trip Leader/Coordinator: ______________________________________________

Dates of Travel/Countries: ____________________________________________

Participant: First Name ___________ Middle Name ___________ Last Name ______ Age ______

IMPORTANT: THIS IS A RELEASE OF LEGAL RIGHTS. DO NOT SIGN IT UNTIL YOU HAVE READ,
UNDERSTOOD, AND ACCEPTED THE TERMS AND RISKS IDENTIFIED IN THIS
AGREEMENT, AND HAVE INITIALED WHERE INDICATED ON ALL FOUR (4) PAGES.

Signature ___________________________ Date ____________

Emergency Contact: Name ______________________ Phone ____________

Parent or Guardian: Name ______________________ (If Participant is under 18 years of age)

Signature ___________________________ Date ____________

1. Basic Acknowledgments

1.1 Travel abroad can be risky. While Walla Walla University has taken reasonable and prudent steps to reduce foreseeable risks, significant risk may exist for personal injury, death or property damage related to my participation in Walla Walla University International Travel.

1.2 I understand that travel risks include, but are not limited to: accidents that may happen while traveling in vehicles to event locations including provided transportation, carpools, bicycles, and walking; risks associated with riots, civil commotion or disobedience, hijacking, kidnapping for ransom; risks associated with criminal, political or terrorist activity, unrest or danger; risks associated with the preparation and consumption of food and water; risks associated with infectious, tropical, parasitic and other diseases, viruses or bacteria, and insects, spider, snake, fish or animal bites; perils of extreme weather and acts of God including but not limited to earthquake, fire, flood, tornado, hurricane, tsunami and avalanche; the dangers of falling from high places; possible failed rescue attempts; the dangers of being lost in a wilderness area; the possibility of being exposed to extreme temperatures for long periods; the possibility of serious physical injury, pain, mental trauma, or death, with medical attention several hours to several days away.

1.3 I also understand that the level of medical care available in foreign countries may not be equivalent to the level of medical care available in the United States for the same or similar injury, illness or disease.

1.4 Although I may have been encouraged to participate in Walla Walla University International Travel for the sake of my personal growth, and even if Walla Walla University International Travel participation has been made a condition for my major, a degree, or graduation, I acknowledge that I have freelychosen Walla Walla University and Walla Walla University International Travel to further my personal growth and/or education, and thus my participation in Walla Walla University International Travel in one or more foreign countries is purely voluntary.

1.5 I am an adult, over eighteen years of age. (If not, this document is co-signed above and on page four by my parent or guardian.)

My Initials ____________________________
1.6 I have read this document thoroughly, and I fully understand that my signature means I am accepting all risks related to my participation in Walla Walla University International Travel. I acknowledge that this document contains serious and substantial language regarding potential harm to me or to my belongings.

1.7 I have read or will read, and am responsible for knowing and understanding the contents of, any and all materials supplied by Walla Walla University to prepare me for this experience. I have participated in, and/or will participate in, with full attention, all orientation events required for Walla Walla University International Travel.

1.8 I am fully and personally responsible for completing all Walla Walla University International Travel requirements, including the timely submission of all forms and documents necessary prior to departure. I recognize that my acceptance into Walla Walla University International Travel is contingent on fulfilling certain duties, and my failure to do so may result in my not being allowed to participate in Walla Walla University International Travel.

2. **Travel and Transportation Matters**

2.1 Certain travel risks are involved in going to, from and within foreign countries. Many of these risks are not present on the campus of Walla Walla University.

2.2 If any loss due to any travel risk occurs, I will accept full responsibility for covering that loss, whether through personal insurance, personal funds, or other personal sources. I agree that Walla Walla University has no liability for such losses.

2.3 If I elect to travel in a vehicle which has not been hired or chartered by Walla Walla University, I understand that the qualifications of the driver and the determination of the sufficiency of insurance coverage for the vehicle and driver are my own responsibility.

2.4 If I become detached from a Walla Walla University International Travel group, fail to meet a scheduled departure, or become ill or injured, I will bear all responsibility to seek out, contact, and reach the group at its next available destination; and I will bear all costs related thereto.

3. **Medical Matters**

3.1 I may visit areas where certain biomedical hazards are present that are not encountered on the Walla Walla University campus; these may be defined risks in certain countries. Walla Walla University cannot recommend precautions appropriate for each individual.

3.2 Prior to participation in Walla Walla University International Travel, I will consult with a health care practitioner of my choice in order to become familiar with biomedical hazards that may be encountered in the countries/travelers traveled to, and to obtain the appropriate means of medical prevention or mitigation.

3.3 I am aware of my personal medical needs. Whether or not I have exercised my opportunity to consult with a health care practitioner of my choice, I assure Walla Walla University that there are no health-related reasons or problems, which in the exercise of reasonable care would preclude or restrict my participation in Walla Walla University International Travel.

3.4 I have completed or will complete—honestly, accurately and fully—all required pre-departure health forms.

3.5 Water and food sources in foreign countries may be contaminated. Building, vehicle, and other safety standards in foreign countries may be less stringent than those in the United States. Providers of food, water, shelter and transportation are not agents of, nor represented by, Walla Walla University.

3.6 While abroad, I will exercise reasonable and/or recommended precautions with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors (including sexual contact and behavior). I further agree to conform to applicable health regulations communicated to me before or while participating in Walla Walla University International Travel.

3.7 I have been advised of the summary of coverage and limits of the Short Term Travel Insurance, which is offered by Walla Walla University for all participants. I have arranged for whatever insurance I consider adequate to meet any and all needs for payment of medical care while in a foreign country.

3.8 Ultimately, I assume all risk for cost of medical care, including hospitalization, while in, or in transit to or from, any foreign country.
4. **Activity Matters**

4.1 I am aware that my behavior can reflect, for better or worse, upon Walla Walla University. Throughout the experience, I will behave in a manner consistent with the guidelines portrayed in Walla Walla University’s policies. In the event that the Trip Leader/Coordinator, in his or her exclusive discretion, should determine that my conduct or academic performance is detrimental to Walla Walla University International Travel or to other participants, the Trip Leader/Coordinator may terminate my participation in Walla Walla University International Travel.

4.2 I understand that I will be a guest in a foreign country. Certain behaviors and forms of attire that may be fully acceptable in my home culture may be unacceptable or offensive to the indigenous population, and such behaviors or attire could lead to possible disruption or termination of my participation in Walla Walla University International Travel.

4.3 In recognition of and in addition to the above, I acknowledge the need for the following promises, agree to abide by them, and realize that I could be sent home for dishonoring any of them:

(a) I will not buy, sell, or use alcohol, tobacco or unlawful drugs.

(b) I will participate in all classes and scheduled activities unless I am ill.

(c) I will abide by dress and cultural standards suitable in the cultures visited.

5. **Legal and Other Matters**

5.1 I understand and agree that I am responsible to have sufficient funds available for: 1) maintenance while participating in Walla Walla University International Travel, 2) restoration of any loss, and 3) my return transportation under any and all circumstances.

5.2 All services and accommodations used while abroad are subject to the laws of the country in which provided.

5.3 Should I have or develop legal problems with any foreign nation or government, I will attend to the matter with my own personal funds. Walla Walla University is not responsible for providing any assistance under such circumstances.

5.4 I understand and agree that actions, occurrences or events may make necessary or desirable the modification or termination of this Agreement, by Walla Walla University, prior to or during my participation in Walla Walla University International Travel. Walla Walla University, and any Trip Leader/Coordinator or course instructor, may at any time unilaterally modify any aspect of this Agreement or Walla Walla University International Travel when, in that person’s sole discretion, such modification will enhance either the value of Walla Walla University International Travel or the health and safety of Walla Walla University International Travel participants.

5.5 I have provided all information (medical, academic, social, or otherwise) that may be pertinent to decisions involving me and my participation on Walla Walla University International Travel — whether or not requested by Walla Walla University — and I acknowledge and agree that my failure to divulge any pertinent fact about me means Walla Walla University cannot be held responsible for failing to act as they reasonably would if they knew that fact.

5.6 I agree that this Agreement will be construed under Washington law, and that Walla Walla County will serve as the forum for any legal proceedings incident to Walla Walla University International Travel. The terms of this Agreement are severable, such that if a court of law holds any term to be illegal, unenforceable, or in conflict with law, the validity of the remaining portions will not be affected.

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**LIABILITY WAIVER AND ASSUMPTION OF RISK**

5.7 I ACKNOWLEDGE that I could experience significant and uncompensable loss while a participant in Walla Walla University International Travel including, but not limited to, the following:

* Bodily illness, personal injury, dismemberment or death; unlawful or unlawful detention (i.e., jail or kidnapping);
* deprivation, disappearance, damage, destruction or theft (or the like) of personal property; including luggage and personal effects; additional expenses due to travel risks; inconvenience, delay, embarrassment, or defamation of character.

My Initials

5.8 I hereby specifically ASSUME THE RISK of any and all actual perils and hazards attendant to, and including but not limited to, the following:

My Initials
Activities – All undertakings, official or unofficial: physical work (including work performed as a part of Walla Walla University International Travel), travel, sports, or recreational activities; intentional or unwitting travel into areas with hazard of criminal, political or terrorist activity, unrest or danger.

Biomedical Hazards – Infectious, tropical, parasitic and other diseases, viruses or bacteria; contaminated water or food; and insect, spider, snake, fish or animal bites, which may cause loss; receiving the level of medical care which may not be equivalent to the level of medical care available in the United States for the same or similar injury, illness or disease.

Natural Hazards – Perils of extreme weather and acts of God, including but not limited to earthquake, fire, flood, tornado, hurricane, tsunami and avalanche.

Travel Risks – Any type of travel may involve risk of loss, delays, changes in the means of transportation or in the performance of other services; or sickness, weather, vehicle accidents, strikes, wars, natural disasters, pickpockets, official corruption, or other unforeseen causes or unfortunate outcomes.

If the U.S. Department of State issues a travel warning, alert, or notice for a country included in this trip, I will also be required to sign the Informed Consent and Release of Liability for International Travel to a Country with a U.S. Department of State Travel Warning or Alert prior to departure.

5.9 I agree (on behalf of myself and my heirs, successors, personal representatives and assigns) to RELEASE and forever discharge and agree not to sue Walla Walla University, its officers, directors, agents, employees, successors and assigns or other participants from any and all liabilities, claims, demands, actions, costs and expenses of any nature arising out of any loss, damage or injury, including death, that may be sustained by me, or to property belonging to me, arising from any of the activities identified above. I further agree to waive any and all claims which I may have or hereafter may have against Walla Walla University arising out of my participation in the hazardous activities identified above.

HAZARDOUS ACTIVITIES

6.1 While a participant in the above-named Walla Walla University international trip I understand that I may voluntarily choose to participate, during my personal time, in certain high-risk activities not sponsored or controlled by Walla Walla University and/or not part of the trip program. These activities may include, but are not limited to, the following: hot-air ballooning, bungee-jumping, motorcycle or ATV operation, travel to dangerous areas, or other similar hazardous activities.

6.2 I also understand that the medical insurance offered by Walla Walla University may not provide coverage for me if I am injured while participating in these or similar activities.

6.3 I FULLY REALIZE THE DANGERS OF PARTICIPATING IN SUCH ACTIVITIES AND VOLUNTARILY ASSUME ALL THE RISKS ASSOCIATED WITH SUCH PARTICIPATION.

6.4 I agree (on behalf of myself and my heirs, successors, personal representatives and assigns) to RELEASE and forever discharge and agree not to sue Walla Walla University, its officers, directors, agents, employees, successors and assigns or other participants from any and all liabilities, claims, demands, actions, costs and expenses of any nature arising out of any loss, damage or injury, including death, that may be sustained by me, or to property belonging to me, arising from any of the activities identified above. I further agree to waive any and all claims which I may have or hereafter may have against Walla Walla University arising out of my participation in the hazardous activities identified above.

Participant’s Name (printed) ____________________________

Participant’s Signature ____________________________ Date ____________________________

Parent or Guardian Signature ____________________________ Date ____________________________
(If Participant is under 18 years of age)

10/2014

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My Initials ____________________________