



## **Foreign Travel Assumption of Risk and Waiver of Liability**

**Participant Name:** \_\_\_\_\_

**Purpose of Travel:** \_\_\_\_\_

**Location of Travel:** \_\_\_\_\_

**Travel Duration:** \_\_\_\_\_

In consideration for voluntarily signing up for and being permitted to participate in the aforementioned Activity (herein "Activity") which involves international travel outside the United States through a program supervised and organized by a third-party organization, I, the Participant, acknowledge and agree to the following:

**1. Waiver of University Liability for Risks and Danger.** I, an adult participant, understand and acknowledge that this is a voluntary activity that entails both known and unanticipated dangers, hazards, and risks inherent in international travel, including, but not limited to: accidents; crime; disease; climate, weather, natural disasters; pollution; differing diet; civil insurrection; foreign political, social and economic conditions that are different from the United States and which can change unpredictably; different standards of design, safety and maintenance of buildings, public spaces, and transportation; varying quality of available medical treatment and differing health, safety, legal, cultural, and religious beliefs, and conditions all of which could cause serious bodily injury, property damage, or death. I agree to assume all risk for any such bodily injury, property damage, or death. University does not warrant or guarantee in any respect the physical condition of any of the equipment or vehicles that might be used in connection with the activities. I further acknowledge and represent that I have taken into account and assume the risks as set forth by the Alerts and Warnings provided by the United States Department of State ([www.travel.state.gov](http://www.travel.state.gov)) and the US Centers for Disease Control and Prevention (<http://wwwnc.cdc.gov/travel/>).

**2. Medical Needs.** I have reviewed the program/travel description and verify I have no physical or mental condition which would endanger myself or others by my participation in this activity. I have obtained all necessary immunizations, and certify that I am covered by appropriate health, hospitalization, and accident insurance providing coverage for medical treatment outside the United States, medical evacuation, and repatriation. I understand that ISU does not have medical personnel available at the location of the Activity, that medical attention may be several hours or days away, and that ISU is not responsible for any medical expenses I incur. ISU may take any action it considers to be warranted under the circumstances regarding my health and safety, and I agree to release the Released Parties (as defined below) from any liability in connection with such action.

**3. Participant Conduct.** I know that, as a guest in a foreign country, there is certain behavior that is unacceptable and could lead to a possible disruption of my participation in the Activity. I shall act appropriately at all times, and acknowledge that should I have or develop legal problems with any foreign nationals or the government of the host country, I will attend to the matter personally with my personal funds. ISU is not responsible for providing any assistance under such circumstances.

**4. Itinerary Changes.** I acknowledge and agree that ISU is not responsible for any disruption in travel arrangements, situations that arise that may be beyond anyone's control, and any consequent additional expenses that may be incurred therefrom.

**5. Consent to Provide Information.** I understand that a situation may arise where ISU must provide medical information and/or personally identifiable information while participating in this Activity. I grant ISU the right to communicate such information about me if, in its best judgment, the information would be helpful, such as medical or psychological conditions, and legal, academic, financial, and/or behavioral problems.

**6. Photo/Video Release.** I understand that photos and/or videos may be taken of me while I am participating in this voluntary activity. I grant ISU the right to use such photos and/or videos for commercial purposes without any compensation to me.

**7. Release and Indemnification.** I freely and without reservation expressly assume all risks arising out of my participation in this Activity. I, on behalf of myself and my heirs, successors, assigns, beneficiaries, executors, administrators, and personal estate (the Releasing Parties) hereby agree to waive, release and forever discharge and agree to indemnify and hold harmless, the State of Idaho, its State Board of Education, Idaho State University, and their respective officers, agents, employees, and volunteers ("Released Parties") from any and all actions, causes of action, suits, damages, claims, demands, losses, and expenses arising from or in any manner connected with my participation in this Activity.

**8. Governing Law, Forum.** I agree that this Assumption of Risk, Waiver, and Release of Liability Agreement shall be construed in accordance with the laws of the State of Idaho, which shall also be the forum for any lawsuits filed under or incident to this Agreement. The term and provisions of this Agreement shall be severable, so that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected.

***I have read this entire agreement and agree to its terms.***

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*Signature of Participant*

*Date*

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*Emergency Contact Name*

*Relationship*

*Phone Number*