



Santa Clara
UNIVERSITY

REQUIRED UNIVERSITY WAIVER for
Approved Adult Travelers who are *not* SCU Employees or Students
Informed Consent, Assumption of Risk and Release of Liability for
University Sponsored International Travel

Location(s):

Dates:

Description of University-Sponsored travel:

Sponsoring Program/Department/School:

By signing below, I hereby acknowledge that I have voluntarily decided to participate in the above referenced university-sponsored travel.

INFORMED CONSENT:

I have been informed and am confident that I understand the various aspects of this program abroad and university-sponsored domestic and international travel including, but not limited to, the arrangements for finances, accommodations, travel, itinerary and logistics (collectively, the "Program"). I further understand and acknowledge that despite careful planning and supervision, serious injuries might occur. Persons involved may sustain fatal or serious injury, property damage, or severe social and/or economic loss as a consequence of not only their own actions, inactions, or negligence, but the actions, inactions, or negligence of others, weather conditions, conditions of the equipment, roads or vehicles used, conditions related to travel, conditions related to travel, criminal activities, consumption of food, exposure to communicable diseases, the unavailability of emergency medical care or immediate staff response, language barriers, and differing social cultures. There may also be other risks not known to me or not foreseeable at this time. I recognize that access to the Program may be limited due to measures imposed by authorities or deliberately and reasonably implemented by University to avoid exposure to disease if University reasonably believes there is a risk.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY:

I knowingly and freely assume all such risks, both known and unknown, and accept full responsibility for the foregoing risk of injury, permanent disability or death. In consideration of the opportunity to participate in this Program, I release and discharge Santa Clara University, its Trustees, officers, employees, agents and volunteers (hereinafter collectively referred to as "University") from all liability arising out of or in connection with my participation in the Program. For the purpose of this Agreement, liability means all claims, demands, causes of action, suits or judgments of any kind (including court costs and attorney's fees) that I, my heirs, executors, administrators, assignees, or any other person or entity may have against the University because of my death, personal injury, illness, property damage, property loss, property theft, or for loss or damage of any kind, whether arising out of the alleged negligence or willful misconduct of the University or otherwise.

INDEMNIFICATION:

I, for myself, my heirs, personal representatives or assigns, do hereby release, indemnify, defend and hold harmless Santa Clara University, any entity contracted by the University to offer services in connection with the Program, and all of their respective trustees, directors, officers, employees, volunteers, and agents (collectively, the "Releasees") from liability resulting from any and all claims, including, but not limited to, claims resulting from the negligence or alleged negligence of any of the Releasees, that may result in personal injury, accidents or illnesses (including death), or property loss arising from, but not limited to, participation in the Program, to the maximum extent permitted by applicable law. These claims may result from any acts of war, armed conflicts, terrorism, kidnapping and other criminal acts, other civil uprisings, accident, illness, or injury or other consequences arising or resulting directly or indirectly from participation in the Program and occurring during the Program, any air flights or other travel associated with the Program, or any time subsequent thereto. It is the intention of the undersigned by this Agreement to release Santa Clara University and the other Releasees from liability for any and all claims arising from personal injury, property damage, or wrongful death. I agree to be solely responsible for any medical, health or personal injury costs relating to participation in the Program.

PARTICIPANT AGREEMENT:

I understand that University policies extend to University-sponsored events and programs off-campus including, but not limited to, eligibility for participation in the Program. I agree to accept and comply with all the University policies, rules, procedures, expectations and requirements applicable to the Program, to follow instructions when given by a University or Program official and to comply with all other laws, rules and regulations. I acknowledge that I am responsible for my actions and cannot expect twenty-four-hour supervision by a University or Program official. I understand and agree that University shall not be responsible for any activity outside the scope of the Program as planned, including, but not limited to, personal travel and activities. I understand that permission to participate in the Program may be suspended, revoked, or denied by the University or any Program official at any time in their sole discretion. In the event that I must return home, costs shall be at my own personal expense.

I understand that my participation in the Program may include off-campus travel (local, domestic and/or international). I recognize and acknowledge that transportation during the Program may be provided by me or by my fellow students or other Program participants in private, rented or other vehicles, and that University makes no promises or representations regarding the skill or competency of such drivers or the adequacy of the insurance that they carry.

I understand the inherent risks involved in international travel and freely assume those risks in connection with my participation in the Program. (i) I understand that I am solely responsible for evaluating, understanding and complying with visa and entry requirements and local laws of the destination location(s); and (ii) I acknowledge that I have reviewed and understand the advisories for the locations I will visit, posted by the US Department of State and the Centers for Disease Control, and other relevant sources, as well as the general advice and precautions for overseas travel posted by the US Department of State.

MEDICAL CONSENT:

In the event of any medical emergency, I authorize and consent to medical treatment which may be deemed necessary for my safety and protection. Before departure, I will inform the University of any physical or mental conditions that may adversely affect full participation in the program.

I understand that I am covered by Santa Clara University ("SCU") emergency medical travel insurance for the duration of the Program. I confirm that I will retain a health insurance plan that is Affordable Care Act (ACA) compliant in addition to the emergency medical travel insurance plan provided by SCU. To the extent such expenses are not covered by insurance, I agree to be solely responsible for any medical expenses or medical transport expenses incurred in connection with or as a result of my participation in the Program, including without limitation emergency evacuations.

I hereby confirm I am covered by medical insurance that will provide for and pay any medical costs that may be incurred as a result of any injury arising out of or related to participation in the Program, in the area(s) to which I am traveling and for the period of the Program. I agree to be solely responsible for any medical, health, or personal injury costs relating to participation in this Program. University is not responsible for any costs or bills related to injury or illness or damage to person or property in connection with my participation in the Program.

I certify that I am in good health, and do not have any conditions that could affect my ability to participate in the Program. I understand that it is my responsibility to notify the University if I need a reasonable accommodation as a result of a disability in order to participate in the Program. I agree to notify the Program Coordinator of any relevant changes in my health that occur prior to the start of the Program or while on the Program off-campus. I understand that the stress of navigating a new culture may require me to manage my health in new ways during the Program and that I am responsible for initiating and accessing resources available to support me while off-campus. I understand that it is my responsibility to work with my Program Coordinator to identify an appropriate Program off-campus in keeping with my documented needs. I understand that I should discuss with my medical professional the potential implications for my on-going medications and any new medications required abroad. I understand that it is my responsibility to determine how to bring or obtain my regular medications while on the off-campus Program and that since the Program is outside of the US I should refer to the embassy information for the country(ies) in which I will travel to determine whether my medications are legal and what quantities I may bring. I understand that I should bring medications in their original packaging in my hand luggage and that I should bring a copy of the prescription.

PHOTOGRAPH/VIDEO CONSENT:

On occasion, Santa Clara University obtains photographic or video images of those who participate in the Program. By participating in the Program, I authorize Santa Clara University to take photographs or video recordings of me, and to copyright, record, edit, use, reproduce, publish, distribute, and include, by way of any and all media and transmission, any such photographs or videos, including my voice recordings and other commentaries, performance, information and materials I may provide in connection with the Program, for any purpose, including but not limited to, Santa Clara University sales, marketing, grant reports, technical papers, advertising, publicity and/or event, without providing any compensation to me. I waive the right to approve photos, videos, or usage.

MISCELLANEOUS:

I hereby agree that this Agreement shall be construed in accordance with the laws of the State of California. The venue for any dispute arising out of this Agreement shall be Santa Clara County, California. I expressly agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of the State of California. If any provision of this Agreement is held to be illegal, void, or voidable, the invalidity shall not affect the other provisions of this Agreement.

which may be given effect without the invalid provision. To this extent, the provisions of this Agreement are severable.

I CERTIFY THAT I AM OVER 18 YEARS OLD AND I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF ALL LIABILITY AND UNDERSTAND THE TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I EXECUTE THIS AGREEMENT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, AND INTEND BY MY SIGNATURE ON THIS DOCUMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF CALIFORNIA.

Printed Name of Adult Participant/Traveler

Signature of Adult Participant/Traveler

Date