

Waiver of Liability, Assumption of Risk & Indemnity Agreement

Personal Travel

Department Class/Activity

Waiver: University policy strongly discourages travel to countries subject to U.S. Department of State travel warnings, in this case to [insert country] _____ (see attached State Department warning).

Nevertheless, it is my intention, as a matter of personal choice, and my sole responsibility, to travel to [insert country] in order to take classes and pursue my education, independent of any University program or activity (“the High Risk Travel”). In exchange for campus services being made available to me in connection with the High Risk Travel, I, for myself, my parents, guardians, heirs, assigns, agents, and all those in privity with me, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents, assaults, kidnappings, or illnesses (including death) and property loss arising from, but not limited to, participation in the High Risk Travel.

Assumption of Risks: Due to the security situation in this country, I understand that the U.S. Embassy may temporarily close or suspend public services for security reasons in a Travel Warning country. As a result, their ability to provide emergency assistance, should I require it, may be extremely limited. I understand that if there is a need to evacuate the country, in certain emergency situations, flights may be suspended, and other departure options may be limited. Participation in the High Risk Travel carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, but the risks include 1) minor and major physical injuries inflicted accidentally or intentionally by third parties; 2) emotional and psychological injuries inflicted either accidentally or intentionally by third parties; 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the High Risk Travel. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the High Risk Travel and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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Student's Name: _____

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement fully and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant Print Name of Participant Date Age (if Minor)

Signature of Parent/Guardian of Participant if Minor Print Name of Parent/Guardian of Participant if Minor Date

June 2007