

University of Portland

Travel Acknowledgement of Responsibility, Express Assumption of Risk, and Release of Liability

For the benefit of the University of Portland (the "University") and its directors, officers, governing board, agents, volunteers, contractors, employees, volunteers, and representatives (the "University Parties") and in connection with my desire to attend and participate in the trip being organized by the University for individuals to attend and participate in **(TRIP TITLE)** _____ in **(LOCATION)** _____, on or about **(DATE)** _____ to _____ (the "Trip"), I, _____, hereby represent, warrant, and covenant to the University that:

A. Financial Responsibility. I understand that I am financially responsible for all of my costs and expenses associated with or related to the Trip unless the University has committed in writing in advance to provide financial support for all or any portion of my costs and expenses associated with or related to the Trip.

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B. Program Cancellation. I understand that the University may at any time and in its sole discretion cancel the Trip in which event any reimbursable costs or expenses paid by me to the University in connection with the Trip will be fully refunded to me. If, for any reason, I do not participate in all or a portion of the Trip, I understand that I will be responsible for reimbursing the University for any and all costs and expenses paid or incurred by the University for my benefit or on my behalf in connection with or relating to the Trip.

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C. Non-Responsibility. I understand that the University is not an agent of and has no responsibility for any third party that may provide any services, including, without limitation, food, lodging, and travel in connection with the Trip. I understand that the University is arranging for these services as a convenience to the participants of the Trip and that accordingly, the University accepts no responsibility, in whole or in part, for delays, loss, damage, or injury to persons or property, whatsoever, caused to me or others prior to departure, while traveling, while staying in designated lodging, or otherwise.

D. Standards of Conduct. I understand and agree that I will adhere to the University's Code of Conduct at all times during the Trip. Furthermore, I agree that I will conduct myself in an appropriate manner during the Trip and agree that I will not infringe upon the rights and

safety of other participants in the Trip. **INAPPROPRIATE BEHAVIOR, AS DETERMINED BY THE EMPLOYEES OR REPRESENTATIVES OF THE UNIVERSITY, IN THEIR SOLE DISCRETION, IS CAUSE FOR DISMISSAL FROM THE TRIP. IN THE EVENT OF DISMISSAL FROM THE TRIP, I UNDERSTAND THAT I WILL NOT RECEIVE A REFUND OF ANY FEES, COSTS, OR EXPENSES PAID IN CONNECTION WITH THE TRIP AND I WILL BE SOLELY RESPONSIBLE TO FIND AND PURCHASE MY OWN RETURN FLIGHT AND SOLELY RESPONSIBLE FOR ANY OTHER COSTS OR EXPENSES I INCUR IN CONNECTION WITH RETURNING TO THE UNIVERSITY OF PORTLAND. I UNDERSTAND THAT MY BEHAVIOR DURING THE TRIP MAY BE SUBJECT TO CONSEQUENCES IN ACCORDANCE WITH THE CODE OF CONDUCT AND ANY OTHER APPLICABLE UNIVERSITY POLICIES OR PROCEDURES, INCLUDING DISMISSAL AS A STUDENT OF THE UNIVERSITY.**

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E. Travel Changes. If I become separated from the individuals participating in the Trip, or fail to meet a departure airplane, bus, train, or other vehicle, or if I become sick or injured, I will, to the extent reasonable, and at my own expense, seek out, contact, and reach the travel group at its next scheduled destination.

F. Illegal Drugs/Alcohol. I will not use or take possession of alcohol or illegal drugs at any time during the Trip. I understand that use or possession of alcohol or illegal drugs at any time during the Trip may be cause for (i) immediate dismissal from the Trip, without refund and at additional cost to me, and (ii) consequences and/or discipline in accordance with policies and procedures of the University, including, but not limited to dismissal as a student of the University.

G. Medical Responsibility. I represent and warrant that I am covered throughout the Trip by a policy of comprehensive health and accident insurance that provides coverage for injuries that I may sustain as part of my participation in the Trip. I release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expenses, whether covered by health insurance or not, I may incur while participating in the Trip.

H. Medical Consent. In the event of illness and/or injury to me and if I am unconscious or unable to make decisions about my own medical care or treatment, I consent to any and all medical, surgical, and dental treatment or care administered to me or determined by my medical care providers to be necessary or recommended, including, without limitation, blood transfusions, x-rays, anesthetics, surgery, or medications.

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I. Orientation. I agree to attend any required meetings in preparation of the Trip, read any rules, written guidelines, or conditions given with respect to the Trip, and ask questions if I do not fully understand the information presented in the meetings or in the written materials. I agree to comply with all such guidelines, rules, and conditions.

J. Publicity. I hereby consent to any publicity, including the use of my name and likeness, and waive any right to inspect and/or approve any photography, film videotape, recordings or advertising copy that may be used in connection with my participation in the Trip.

K. Acknowledgment of Risk. I agree and acknowledge that in preparation for and during the Trip, I may be exposed to a variety of hazards, dangers, and risks, foreseen or unforeseen, which cannot be eliminated. These hazards, dangers, and risks include, but are not limited to, (i) serious injury or impairment to my body, my health, and/or my well-being, (iii) damage to or loss of personal property, and (iv) travel and transportation-related risks. Neither the University nor any of the University Parties have tried to contradict or minimize the seriousness and gravity of these risks. I agree to exercise extra care for my own person and for others around me in the face of the risks, hazards, and dangers.

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L. Attorney Fees. In the event any action is filed to enforce or construe the terms of this Travel Acknowledgement of Responsibility, Express Assumption of Risk, and Release of Liability (this "Acknowledge, Assumption, and Release"), the prevailing party shall be entitled to recover reasonable attorney fees. Attorney fees shall include services rendered at both the trial and appellate levels, as well as services rendered in any arbitration proceeding.

M. Enforceability. This Acknowledgement, Assumption, and Release is intended to be as broad and inclusive as is permitted by law. This Acknowledgement, Assumption, and Release shall be governed by the laws of the State of Oregon, which shall be the forum for any lawsuits filed under or incident to this Acknowledgement, Assumption, and Release, or the Trip. If any provision or any part of any provision of this Acknowledgement, Assumption, and Release is held to be invalid or legally unenforceable for any reason, the remainder of this Acknowledgement, Assumption, and Release shall not be affected thereby and shall remain valid and fully enforceable.

RELEASE, INDEMNITY, AND HOLD HARMLESS

I have voluntarily chosen to participate in the Trip. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University, and its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or result from my participation in the Trip. **I INTEND THAT THIS RELEASE BE GENERAL AND COMPLETE IN NATURE, AND THAT IT INCLUDE, BUT NOT BE**

LIMITED TO, ANY CLAIM, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE), CONTRACT (EXPRESS OR IMPLIED), OR ANY FEDERAL, STATE, OR LOCAL STATUTE, REGULATION, ORDINANCE, OR OTHER LAW.

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I have read this Acknowledgement, Assumption, and Release in its entirety and hereby agree to its terms. I freely and voluntarily assume all risks associated with the Trip and notwithstanding such risks, I agree to participate in the Trip.

Signature

(Date)