

University of Portland

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

TRIP TITLE AND DATE

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 international 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. I understand that if I anticipate receiving financial aid for all or any portion of my costs or expenses related to the Trip, I am solely responsible to confirm and make arrangements for such financial aid.

Initial _____

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.

Initial _____

C. Non-Responsibility. I understand that the University is not an agent of and has no responsibility for any third party which 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 only 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 and a manner which does not infringe upon the customs of the country or counties I visit 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 UNITED STATES. 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.**

Initial _____

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 illegal drugs or alcohol at any time during the Trip. I understand that use or possession of illegal drugs or alcohol 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. I also understand that laws in other countries may have severe penalties for use or possession of illegal drugs.

G. Foreign Laws. I understand that inappropriate behavior in some countries may lead to arrest, penalty, or punishment. I agree that I will become informed of and familiar with the laws and customs of any country I travel in during the Trip. I assume all responsibility for any and all legal issues or problems I encounter during the Trip, including, without limitation, any encounter with foreign nationals or governmental representatives.

H. Medical Responsibility. I acknowledge that there are certain risks inherent in international travel and that the University cannot and will not assume and

specifically disclaims any and all responsibility for the provision of medical services to me at any time during the Trip. I agree that before the Trip, I will consult with medical professionals, as I deem necessary, with respect to any medical issues or needs I may have before I participate in the Trip. Further, I acknowledge that the University is not responsible to attend to any of my medical needs at any time during, leading up, or as a result of my participation in the Trip. I further acknowledge that the medical services or treatment I may receive during or in connection with the Trip may not meet my expectations or needs. I understand that the way medical services are provided and how patients are treated in other countries is culturally dependent and can vary considerably between countries. **I hereby advise the University that there are no health-related reasons or problems that preclude or restrict my participation in the Trip.**

I. 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.

Initial _____

J. International Health and Travel Insurance. I am aware and agree that, should I be hospitalized or need or receive medical attention or treatment at anytime before, during, or after the Trip, for any reason, including at any time when I am in a foreign country, I am solely responsible for all associated costs and expenses. I understand that the University cannot and does not assume any responsibility for payment of such costs or expenses. I hereby represent and warrant to the University that I have adequate insurance to cover any and all medical attention, medical treatment, or hospitalization that I may need or may receive at any time during or related to the Trip.

K. Disabilities. I understand that the Trip may involve travel in countries that do not have laws mandating equal access for individuals with disabilities and that the lack of these laws may affect the University's ability to provide accommodations in some locations. I understand that if I need accommodations in connection with the Trip, I must disclose that information to the University in advance of the Trip with sufficient time for the University to evaluate whether reasonable accommodations can be made.

L. 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.

M. Lodging Arrangements. I understand that housing accommodations could require me to share a room with someone of the same sex with separate beds, stay in a room with a single bed, or stay with a host family.

N. Acknowledgment of Risk. I agree and acknowledge that in preparation for and during the Trip, I will 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, (ii) death, (iii) damage to or loss of personal property, (iv) exposure to disease, (v) travel and transportation-related risks, (vi) serious or life-threatening illness, (vii) natural disasters, (viii) public disturbances, (ix) rioting, (x) terrorism, (xi) assault, (xii) theft, (xiii) kidnapping, (xiv) arrest, (xv) detainment, (xvi) political, social, legal, and economic risks, and (xvii) risks related to different standards of design, safety and maintenance of buildings and public places. 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. I understand that during the Trip there may not be immediate rescue or medical facilities or expertise available to effectively respond to or assist with any injury or harm to which I may be exposed.

Initial _____

O. Travel Warning/Travel Alert. In the event that a travel warning or travel alert is active in the country of travel, I acknowledge that I have read and understood the U.S. Department of State Travel Warning/Travel Alert, dated _____, regarding travel to and within the country. Despite the U.S. Department of State Travel Warning/Travel Alert, I have decided to attend this program voluntarily. I know that I am not required to travel to and/or study in the country to complete any requirements at the University of Portland. I am aware that I may be subject to a heightened degree of risk regarding the hazards, dangers, and risks outlined above in section N. Further, I understand that the University's ability to award academic credit, if applicable, or offer any financial refund of any kind may not be guaranteed if I opt to leave the program early due to security concerns once I am at my foreign destination.

Initial _____

P. Attorney Fees. In the event any action is filed to enforce or construe the terms of this International 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.

Q. 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 acknowledge that participation in the Trip is not a requirement to obtain a degree from the University of Portland nor is it a condition of my continued enrollment at the University. To the fullest extent allowed by law, I voluntarily and in consideration of being allowed to participate in the Trip, agree to and fully and finally, now and forever, **RELEASE, EXONERATE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE UNIVERSITY AND THE UNIVERSITY PARTIES** from and any and all claims, causes of action, demands, actions, suits, attorney fees, liabilities, rights, losses, obligations, costs, or expenses of every kind and character, in law or at equity, known or unknown, foreseen or unforeseen, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, which I or my estate, my heirs, my administrators, my executors, my assignees, my successors, or any of the members of my family, may now have or may hereafter have against the University or any of the University Parties, for, upon, or by reason of any matter, cause or thing whatsoever, arising out of or in any way related to (i) any injury to me as a result of or in any way related to my preparation for or participation in the Trip, (ii) my death as a result of or in any way related to my preparation for or participation in the Trip, (iii) injury, damage, or loss to property as a result of or in any way related to my preparation for or participation in the Trip, (iv) injury or damage to any third party as a result of or in any way related to my preparation for or participation in the Trip, (v) deficiencies in (or lack of) treatment that I may receive in preparation for or during the Trip, (vi) any medical condition caused by, in any way related to, or worsened by, or related to my preparation for or participation in the Trip, (vii) payment of any medical expense or cost incurred by me or on my behalf, as a result of or in any way related to my preparation for or participation in the Trip, and (viii) my preparation for or participation in the Trip, even if any of the foregoing are caused by or contributed to by negligence, violence, natural disaster, or acts of terrorism. **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.**

Initial _____

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