

WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION & ASSUMPTION OF RISK

FOR TRAVEL BY SAM HOUSTON STATE UNIVERSITY (SHSU) EMPLOYEES TO A COUNTRY WITH A LEVEL 3 OR 4 U.S. DEPARTMENT OF STATE TRAVEL ADVISORY OR CDC LEVEL 3 OR 4 HEALTH NOTICE

Instructions: Carefully read the U.S. Department of State Travel Advisory for the destination country/ies at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>, the Centers for Disease Control and Prevention Health Notices at <https://wwwnc.cdc.gov/travel/destinations/list> and this Waiver, Release of Liability, Indemnification & Assumption of Risk Form (Release). Attached the signed form to your Chrome River Preapproval request.

1. TRAVEL INFORMATION

Name of Participant: _____

Location of Travel and Associated Activities (collectively “Trip”) (Country/ies): _____

Description of Trip: _____

Dates of Trip (Program Dates): _____

2. PARTICIPATION IN THE TRIP

At my request and upon the exercise of my own free choice, I have chosen to voluntarily participate in the Trip. I understand I am participating in the Trip entirely at my own risk and responsibility. I acknowledge and understand that even though SHSU has granted approval to travel to locations where a U.S. State Department Travel Advisory Level 3 or Level 4 or CDC Level 3 or Level 4 Health Notice is ineffect, SHSU does not guarantee my safety on the Trip.

3. ACKNOWLEDGEMENT OF DANGERS AND RISKS

I understand and acknowledge that there are certain dangers, hazards, and risks including but not limited to medical and health risks, inherent in international travel, particularly to a country with a level 3 or 4 travel advisory or health notice, and in the activities to be engaged in during the Trip including, but not limited to risks of bodily injury, death, or damage to property, which may occur from known or unknown causes and unforeseen circumstances. I affirm that I have read and understand the U.S. Department of State Travel Advisory and the U.S. Centers for Disease Control and Prevention Travel Alert for (country/ies) _____.

Despite this travel advisory, I have voluntarily decided to participate in the Trip.

I further understand that SHSU cannot and does not assume responsibility for my safety or any such personal injury, death, property damage, or other problem or damage that arises from these or other dangers, hazards, and/or risks of or related to the Trip.

4. ACKNOWLEDGEMENT OF INSTITUTIONAL AUTHORITY TO RESCIND APPROVAL

I understand and acknowledge that SHSU has the right to withdraw institutional approval at any time for travel to a country currently under a U.S. State Department Travel Advisory Level 3 or 4 or CDC Level 3 or 4 Health Notice. I further understand that if this travel is not specifically required by SHSU, SHSU cannot and does not assume any responsibility for financial losses that I may incur as a result of my decision to travel to this country/ies, including but not limited to, cancellation of airline tickets, non-refundable fees paid for services to be rendered abroad, including but not limited to lodging expenses. By choosing to continue in the Trip, I acknowledge and agree that I am responsible for all potential financial costs associated with cancellation of a program or removal of institutional approval.

5. ACKNOWLEDGMENT OF INSTITUTIONAL AUTHORITY TO ISSUE A MANDATORY EVACUATION NOTICE TO ME

I understand and acknowledge that SHSU has the right to issue a mandatory evacuation notice to me for a country currently under a U.S. State Department Travel Advisory Level 3 or 4 or CDC Level 3 or 4 Health Notice. I further understand that SHSU cannot and does not assume any responsibility for financial losses that I may incur as a result of my decision not to evacuate the country currently under a U.S. State Department Travel Advisory Level 3 or 4 or CDC Level 3 or 4 Health Notice, including but not limited to, cancellation of airline tickets and non-refundable fees paid for services to be rendered abroad. By choosing to not comply with SHSU's mandatory evacuation notice to me, and to instead continue participating in the Trip, I acknowledge and agree that I am responsible for all potential financial costs I incur associated with cancellation of a program or removal of institutional approval. I also understand and acknowledge that my failure to abide by a SHSU directive may subject me to disciplinary action, up to and including, termination.

6. ASSUMPTION OF RISKS AND DISCLAIMER OF RESPONSIBILITY

Notwithstanding the dangers, hazards, and risks involved in the Trip:

a. I understand and agree to accept and assume all risks associated with my decision to participate in the Trip and/or not comply with SHSU's mandatory evacuation notice, if any, and in any activities I undertake in connection therewith, including any personal travel during and/or outside of the dates of the Trip; and

b. **I HEREBY AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE, SAM HOUSTON STATE UNIVERSITY, THE TEXAS STATE UNIVERSITY SYSTEM, THEIR BOARD OF REGENTS, AND ALL OF THEIR OFFICERS, AGENTS, EMPLOYEES, SERVANTS AND ALL OTHER PERSONS, NATURAL OR CORPORATE, IN PRIVACY WITH THEM OR ANY OF THEM IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES (HEREAFTER COLLECTIVELY REFERRED TO AS “RELEASED PARTIES”) FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AT COMMON LAW, STATUTORY, OR OTHERWISE, OF ANY KIND WHATSOEVER WHICH I NOW HAVE OR MAY HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE TRIP, IT BEING INTENDED TO RELEASE ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHICH THE AFOREMENTIONED MIGHT HAVE AGAINST RELEASED PARTIES.**

c. **I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LIENS, AND CAUSES OF ACTION ARISING BY, THROUGH, AND/OR UNDER ANY AND ALL CLAIMANTS, ARISING OUT OF THE TRIP MADE THE SUBJECT OF THIS RELEASE AND INDEMNITY AGREEMENT. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS RELEASE AND INDEMNITY AGREEMENT APPLIES TO ALL CLAIMS, LIENS AND CAUSES OF ACTION, KNOWN OR UNKNOWN, BASED IN STATUTE, CONTRACT OR COMMON LAW, AND THIS RELEASE AND INDEMNITY AGREEMENT APPLIES TO ALL CLAIMS, LIENS, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE CLAIMS AND CAUSES OF ACTION BASED ON THE ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE RELEASED PARTIES.**

d. **I FURTHER AGREE AND UNDERSTAND THAT THE RELEASED PARTIES ARE NOT LIABLE FOR ANY DAMAGES, COSTS, INJURIES, SICKNESS, OR DEATH I MAY SUSTAIN RESULTING FROM OR IN ANY WAY RELATED TO MY VOLUNTARY PARTICIPATION IN THE TRIP, REGARDLESS OF WHOSE FAULT MAY BE THE CAUSE OF MY INJURIES, DEATH OR DAMAGES.**

e. **HOWEVER, TO THE EXTENT THE TEXAS WORKERS’ COMPENATION ACT APPLIES, THIS RELEASE AND INDEMNITY AGREEMENT IS NOT INTENDED TO WAIVE ANY RIGHTS I MAY HAVE AS A STATE EMPLOYEE UNDER THE TEXAS WORKERS’ COMPENSATION ACT.**

7. RESPONSIBILITY FOR MEDICAL NEEDS

I am aware of my personal medical needs.

I understand that I may purchase my own international insurance coverage to protect against the cost of hospitalization, physician care, evacuation costs, and/or other medical needs in the event of sickness, accident, injury, evacuation, emergency and/or disability. I further understand and acknowledge that the Released Parties are not responsible for attending to any of my medical or medication needs, should it be necessary.

I understand that SHSU-sponsored international insurance may or may not be available for this Trip and the Program Date(s) identified herein. If SHSU-sponsored international insurance coverage is available for this Trip, I understand that the SHSU-sponsored international insurance coverage may or may not cover all my medical expenses.

8. COMPLIANCE WITH LAWS AND RESPONSIBILITY FOR LEGAL ISSUES

I understand and agree to comply with all applicable laws of countries visited during the Trip. I understand that if I have a legal problem during the Trip, I will attend to the matter personally with my own funds and that the Released Parties are not responsible for providing any assistance to me under such circumstances.

9. ACKNOWLEDGEMENTS

I ACKNOWLEDGE AND AGREE THAT:

- a. I have read this document and fully understand its contents and the effects of its terms and provisions;
- b. the terms of this Release are contractual and not a mere recitals;
- c. my agreement is voluntary and I further understand that prior to signing this Release, I have the right to consult with the advisor, counselor, or attorney of my choice;
- d. this Release shall bind me as the signor, my heirs, next of kin, executors, administrators, successors, or assigns and shall inure to the benefit of the Released Parties, their heirs, next of kin, executors, administrators, successors, or assigns;
- e. no oral representations, statements, or inducements other than those expressly contained herein have been made to me by any of the Released Parties;
- f. this Release represents my complete understanding regarding the release of the Released Parties from responsibility and liability for my participation in the Trip, and that this Release supersedes any previous or contemporaneous understandings that I may have had with the Released Parties on this subject, whether written or oral; and
- g. I execute this Release for complete and adequate consideration, fully intending to be bound by the same.

10. GOVERNING LAW

I agree and acknowledge that this Release, including issues arising out of or relating to this Release and the Trip, shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws principles. I hereby consent and submit to personal jurisdiction in Walker County, Texas and agree that all disputes arising out of or in connection to this Release and the Trip shall be heard only by a court of competent jurisdiction located in Walker County, Texas.

11. SEVERABILITY

If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, then I agree that the validity of all remaining terms and provisions shall not be affected thereby.

I HAVE READ THE ABOVE RELEASE AND UNDERSTAND ITS TERMS AND CONDITIONS.

Signature of Employee

Date

Printed Name of Employee