



Western Nevada College

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT FOR INTERNATIONAL TRAVEL

I, _____, hereby acknowledge that I have voluntarily elected to participate in the _____ (the "Travel Program") at Western Nevada College (WNC), a member institution of the Nevada System of Higher Education ("NSHE"). I understand that participation in the Travel Program involves risks, dangers and hazards not found in the study at WNC, including, but not limited to the following:

1. Travel to and within, and returning from, one or more foreign countries, including risks of air travel and all other types of transportation.
2. Foreign political, legal, social, and economic conditions.
3. War, terrorism, crime, civil unrest, kidnapping, violence, illness, public health risks, accidents, and/or acts of God such as earthquakes, mudslides, hurricanes, floods or fire.
4. Different standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances.
5. Different laws and penalties for criminal offenses.
6. Local sanitation, medical, and weather conditions.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Travel Program, including the dangers, hazards, and risks inherent in the Travel Program, including but not limited to travel to and within, and returning from, one or more foreign countries, dangers to my own health and personal safety, including loss of property, personal injury, or death posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, violence and/or acts of God. Applicable current travel advisories issued by the U.S. Department of State and the Center for Disease Control information materials either have been received or Internet site addresses provided to me. Further, I have made my own investigation into these potential risks, dangers and hazards involved in traveling to this country. I understand that as a participant in the Travel Program I could sustain serious personal injuries, property damage, or even death as a consequence of not only WNC's actions or inactions, but also the actions, inactions, negligence or fault of others or myself, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, property damage, disability or death that I may sustain by any means is my responsibility except for those occurrences due to WNC's negligence or intentional acts.

RULES AND REQUIREMENTS: I understand and acknowledge that WNC's policies on alcohol, drug use, and sexual harassment apply whether I am on the home campus or abroad. I agree to conduct myself in accordance with WNC policies and procedures, including those listed in WNC's Student Code of Conduct. I further agree to abide by all the rules and requirements of the Travel Program. I acknowledge that WNC has the right to terminate my participation in the Travel Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Travel Program, or for any other reason within WNC's discretion.

I understand and acknowledge that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior, which violates those laws or standards, could result in long jail sentences and heavy fines and could harm my own health and safety as well as WNC's relations with those countries and the institutions

therein. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during my participation in the Travel Program, including attending any and all Travel Program orientation meetings and reading all materials the Travel Program provides. I will take care of any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel during my participation in the Travel Program. I understand that WNC is not required to provide any assistance under such circumstances.

I understand and acknowledge that should my participation in the Travel Program be terminated, I will receive no refund of any fees, I am required to leave the Travel Program immediately, and that I am solely responsible for arranging and paying for my own transportation back to the United States.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Travel Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of my participation in the Travel Program which include, but are not limited to the following: to travel to and within, and returning from, one or more foreign countries, dangers to my own health and personal safety, including loss of property, personal injury, or death posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, violence and/or acts of God and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF NSHE OR THE UNIVERSITY, UNLESS THEY ARISE FROM NSHE OR WNC'S NEGLIGENT OR INTENTIONAL ACT,** and I assume full responsibility for my participation in the Travel Program.

PERSONAL INSURANCE: I understand that neither NSHE nor WNC will provide health or travel insurance coverage to me during any aspect of my participation in the Travel Program. I hereby represent and warrant that I am and will be covered throughout the Travel Program by a policy of comprehensive international travel insurance policy (separate from my domestic standard health insurance policy) which provides accident and illness benefits for any illnesses or injuries that I sustain or experience overseas, and, more specifically, in the country that I will be living and/or traveling while on the Travel Program. I understand that my travel insurance policy must include the following minimum benefits: emergency hospital deposits, repatriation services and emergency medical evacuation services. I understand it is recommended that this insurance also include trip interruption and cancellation coverage, personal liability coverage and standard travel assistance services. I hereby represent and warrant that my travel insurance policy will adequately cover me while outside the United States.

If I require medical treatment or hospital care, in a foreign country or in the United States, during my participation in the Travel Program, WNC is not responsible for the cost or quality of such treatment or care. WNC may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release WNC from any liability for any such actions.

CHANGES TO PROGRAM AND RESPONSIBILITY: I understand and acknowledge that WNC does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services in relation to the Travel Program.

I understand and acknowledge that changes may be made to the Travel Program (including equipment substitutions or alterations in the proposed itinerary) at any time and for any reason, with or without notice, and WNC shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. WNC is not responsible for penalties assessed by air, land, water carriers and/or other transportation that may result due to operation and/or itinerary changes, regardless of whether WNC makes such arrangement. WNC reserves the right to substitute hotels or accommodations or housing of a similar category at any time.

I understand and acknowledge that WNC assumes no responsibility or liability, in whole or in part, for: any delays, delayed or changed departure or arrival times; fare changes, dishonors of hotel, airline or

vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of WNC, force majeure, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond WNC's control, with or without notice; or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, WNC will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely. WNC is not responsible for thefts of purses, bags, wallets, suitcases, backpacks, passports or similar items.

The right is reserved by WNC, in its sole discretion, to cancel the Travel Program or any aspect thereof prior to departure; and, in WNC's sole discretion to cancel the Travel Program or any aspect thereof after departure, requiring that all participants return to the United States if WNC determines or believes that any person is or will be in danger if the Travel Program or any aspect thereof is continued. If the Travel Program is changed or cancelled, the only responsibility of the Travel Program is to refund all uncommitted monies and deposits I have paid to the program. If changes in the Travel Program are minor, the Travel Program does not have to refund any amounts to me.

INDEPENDENT ACTIVITY: I understand that any time I spend away from the Travel Program's location, or I participate in any activity that is not a planned part of the Travel Program is an independent activity, is not required by WNC and is wholly voluntary. I understand and agree WNC is not responsible for any injury or loss I may suffer when I am traveling independently, participating in an independent activity or otherwise separated or absent from any Travel Program related activities. I hereby assume, knowingly and voluntarily, each of these risks and all other risks that could arise out of or occur during my travel to, from, in or around this independent activity.

VIDEO/PHOTO/LIKENESS: I hereby grant permission to WNC to use my video/photo/likeness in any and all of its publications and in any and all other media, current and future, controlled by WNC, in perpetuity, and for other use by WNC. I will make no monetary or other claim against WNC for the use of my video/photo/likeness. I acknowledge WNC's right to crop or display the photo/video at its discretion.

RELEASE AND WAIVER OF LIABILITY: To the extent authorized by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, successors and assigns, hereby release, forever discharge and agree not to sue NSHE and WNC and their officers, employees, agents, volunteers and representatives, from any and all liability, loss, claims, demands, causes of actions (known or unknown), suits, judgments, cost, expense or attorneys' fees, including, but not limited to, those arising from injury, loss or damage to my person or property, which arise out of, occur during, or are in any way the result of or connected with my participation in the Travel Program, **REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR WNC, UNLESS THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR WNC'S NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY OCCURS OR IS BEING CONDUCTED.** I further agree that NSHE and WNC are not in any way responsible for any injury or damage that I sustain as a result of my own acts.

INDEMNITY: I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless NSHE and WNC and their officers, employees, agents, volunteers and representatives, from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorneys' fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Travel Program.

CONTROLLING LAW: To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against NSHE and/or WNC and/or their officers, employees, agents, volunteers and representatives, I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Nevada, including the provisions of Nevada Revised Statutes Chapter 41.

SEVERABILITY: If any term or provision of this Agreement shall be held invalid, illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions of the Agreement shall continue in full legal force and effect.

I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Participant's Name: _____

Participant's Signature: _____

Dated: _____

If participant is a minor:

I am the parent or legal guardian of the Participant. I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights that I or the Participant might otherwise have, and that I have signed it knowingly and voluntarily. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

Guardian's Name: _____

Guardian's Signature: _____

Dated: _____