

## ASSUMPTION OF RISK AND RELEASE FROM LIABILITY AGREEMENT

Carefully read this Agreement, which is a legal document. If you have any questions about it or you do not fully understand all of its terms and conditions, contact UMW's Center for International Education (and/or your parents and/or an attorney) for assistance before initialing each item and signing the Agreement.

**Full Legal Name:** \_\_\_\_\_

**Name of UMW International Program:** \_\_\_\_\_

**Program Dates (From/To):** \_\_\_\_\_

### 1. DEFINITIONS

In this Agreement:

- a) the term "UMW" refers to the University of Mary Washington.
- b) the term "**participant**" refers to any UMW student or UMW employee who participates in a UMW education abroad program and/or international travel.
- c) the term "**UMW education abroad program**" does not include education abroad in any country for which the U.S. Department of State has issued a Level 3 – Reconsider Travel or Level 4 – Do Not Travel Advisory or for which the U.S. Center for Disease Control and Prevention has issued a Level 3 - Avoid Nonessential Travel advisory
- d) the term "**UMW education abroad program**" refers to any education abroad program approved by UMW for academic credit, including but not limited to those provided by UMW's formal exchange partners and UMW's partner programs.
- e) the term "**international travel**" refers to all forms of land, air, and water-based travel outside of the United States undertaken immediately before, during or after the conclusion of any UMW education abroad program. The term "international travel" does not refer to travel to or from or in any country for which the U.S. Department of State has issued a Level 3 or Level 4 Travel Advisory or for which the U.S. Center for Disease Control and Prevention has issued a Level 3 Travel Advisory.

**In consideration for being permitted to participate in my UMW education abroad program, as indicated above, I acknowledge and agree to all of the following:**

### 2. ACKNOWLEDGMENT OF RISK

\_\_\_\_\_ I acknowledge and agree that I have voluntarily applied for and chosen to participate in my UMW education abroad program. I further acknowledge and agree that I am not required to participate in this program and that I am choosing to do so of my own free will.

\_\_\_\_\_ I acknowledge and understand that participating in my UMW education abroad program and any associated international travel, **as well as any travel I may choose to undertake to or from or in any country for which the U.S. Department of State has issued a Level 3 or Level 4 Travel Advisory in addition to any country for which the U.S. Center for Disease Control and Prevention has issued a Level 3 Travel Advisory, against the advice of the U.S. Department of State, the CDC, and UMW,** may involve the risk of bodily-injury or death or damage or loss to my property. These risks include, but are not limited to, those associated with land, air and water-based transportation, adverse weather conditions, communicable disease, medical care, substandard building construction or maintenance, civil unrest, terrorism, war, and negligent/criminal acts of third parties.

### 3. ASSUMPTION OF RISK

\_\_\_\_\_ I voluntarily acknowledge and freely assume all risks of personal injury and/or property damage arising out of or relating to my participation in my UMW education abroad program and any international travel I may undertake.

\_\_\_\_\_ **I voluntarily acknowledge and freely assume all risks of personal injury and/or property damage arising out of or relating to any travel I may choose to undertake to or from or in any country for which the U.S. Department of State has issued a Level 3 or Level 4 Travel Advisory in addition to any country for which the U.S. Center for Disease Control and Prevention has issued a Level 3 Travel Advisory, against the advice of the U.S. Department of State, the CDC, and UMW**

### 4. WAIVER OF RIGHT TO SUE AND RELEASE FROM LIABILITY

\_\_\_\_\_ I voluntarily waive my right to sue and release from liability the Commonwealth of Virginia and/or the University of Mary Washington and/or the officers, agents, or employees of either, for any and all claims, now and forever, arising out of or relating to participation in my UMW education abroad program and any international travel I may undertake, unless the personal injury and/or property damage is caused by gross negligence or intentional misconduct.

\_\_\_\_\_ I voluntarily waive my right to sue and release from liability the Commonwealth of Virginia and/or the University of Mary Washington and/or the officers, agents, or employees of either, for any and all claims, now and forever, **arising out of or relating to any travel I may choose to undertake to or from or in any country for which the U.S. Department of State has issued a Level 3 or Level 4 Travel Advisory in addition to any country for which the U.S. Center for Disease Control and Prevention has issued a Level 3 Travel Advisory, against the advice of the U.S. Department of State, the CDC, and UMW.**

\_\_\_\_\_ I voluntarily release and agree to indemnify and hold harmless the Commonwealth of Virginia and/or the University of Mary Washington and/or the officers, agents, or employees of either, now and forever, with regard to any financial obligations and/or liabilities that I may personally incur or any damage or injury to the person or property of others that I may cause while participating in my UMW education abroad program and any associated international travel I may undertake.

\_\_\_\_\_ I voluntarily release and agree to indemnify and hold harmless the Commonwealth of Virginia and/or the University of Mary Washington and/or the officers, agents, or employees of either, now and forever, with regard to any financial obligations and/or liabilities that I may personally incur or any damage or injury to the person or property of others that I may cause **while undertaking travel to or from or in any country for which the U.S. Department of State has issued a Level 3 or Level 4 Travel Advisory in addition to any country for which the U.S. Center for Disease Control and Prevention has issued a Level 3 Travel Advisory, against the advice of the U.S. Department of State, the CDC, and UMW.**

### 5. TRAVEL ADVISORIES ISSUED BY THE U.S. DEPARTMENT OF STATE (“DOS”) AND THE U.S. CENTER FOR DISEASE CONTROL AND PREVENTION (“CDC”)

\_\_\_\_\_ I have read and understand UMW’s “Policy Regarding Adherence to U.S. Department of State Travel Advisories.”

\_\_\_\_\_ I acknowledge and understand that the DOS and/or CDC issue Level 3 and/or Level 4 Travel Advisories when long-term, protracted conditions make a country so dangerous or unstable that the DOS and/or CDC advises Americans to avoid travel to that country and/or when the U.S. government's ability to assist American citizens is severely constrained due to closure of an embassy or consulate or drawdown of its staff.

\_\_\_\_\_ I acknowledge and understand that travel to any country for which the DOS and/or CDC has issued a Level 3 and/or Level 4 Travel Advisory would expose me to safety and security risks of a much greater likelihood and magnitude than those normally associated with international travel.

\_\_\_\_\_ I have familiarized myself with <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html> in order to be able to identify those countries for which the DOS has issued a Level 3 or Level 4 Travel Advisory, and with <https://wwwnc.cdc.gov/travel/notices> in order to be able to identify those countries for which the CDC has issued a Level 3 Travel Advisory.

### 6. ENHANCEMENT OF SAFETY AND SECURITY

\_\_\_\_\_ I acknowledge and understand that the DOS and the CDC issue Travel Alerts in order to disseminate timely information about short-term conditions, either transnational or within a particular country, that pose significant risks to

the safety and security of U.S. citizens (e.g., natural disasters, terrorist attacks, coups, epidemics, anniversaries of terrorist events, election-related demonstrations or violence, and high-profile events such as international conferences or regional sports events).

\_\_\_\_\_ I have familiarized myself with <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html> and with <https://wwwnc.cdc.gov/travel/notices> in order to be able to determine whether a Travel Alert has been issued for any region or country in which I will engage in UMW education abroad or international travel.

\_\_\_\_\_ I have registered with the DOS's Smart Traveler Enrollment Program (STEP), a free online service at <https://step.state.gov/step/>, in order to ensure that DOS (which will not release any information about my welfare or whereabouts to any individual or institution without my express authorization), will be able to contact me as quickly as possible in the event of a family emergency in the U.S. or emergency conditions wherever I am engaging in UMW education abroad or international travel.

## 7. MANDATORY PRE-DEPARTURE ORIENTATION

\_\_\_\_\_ I acknowledge and agree to attend and actively participate in the mandatory pre-departure orientation session which will be held for my benefit by the UMW Center for International Education. I understand that the session will provide detailed information and materials about health and safety abroad, including access to emergency and routine medical care and strategies for avoiding high-risk situations and problematic events.

\_\_\_\_\_ I acknowledge and agree that in the event I fail to attend the mandatory pre-departure orientation session, it will be because I was notified of the date and time of the session, but declined to attend.

## 8. MANDATORY INSURANCE

\_\_\_\_\_ I acknowledge and understand that upon my enrollment in a UMW education abroad program (unless the UMW Center for International Education determines that comparable coverage is provided by my UMW education abroad program and included in the cost of it), I will automatically be enrolled in UMW's iNext International Insurance Plan, which provides coverage for accident and sickness, hospitalization, repatriation, and travel assistance services as well as coverage for emergency evacuation in the event of a natural disaster or unforeseeable political unrest during the duration of my program.

\_\_\_\_\_ I acknowledge and agree that it is my sole responsibility to review the terms and conditions of UMW's iNext International Insurance Plan (<https://www.inext.com/>) and to obtain any additional insurance coverage that I deem appropriate, including but not limited to personal travel insurance.

\_\_\_\_\_ I acknowledge and agree that it is my sole responsibility to purchase extended travel and insurance coverage for any international travel I may undertake before or after my UMW education abroad program.

**\_\_\_\_\_ I acknowledge and understand that I am ineligible to enroll in UMW's iNext International Insurance Plan if I choose, against the advice of the U.S. Department of State and the University of Mary Washington, to undertake education abroad or international travel to any country for which the U.S. Department of State has issued a Level 3 or Level 4 Travel Advisory in addition to any country for which the U.S. Center for Disease Control and Prevention has issued a Level 3 Travel Advisory, against the advice of the U.S. Department of State, the CDC, and UMW.**

## 9. CONSEQUENCES OF LEGAL AND ACADEMIC MISCONDUCT, INCLUDING ARREST AND EXPULSION FROM PROGRAM

\_\_\_\_\_ I acknowledge and understand that while I am in any foreign country, I will be subject to, and must respect and obey, the laws of that country.

\_\_\_\_\_ I acknowledge and understand that the Center for International Education at UMW will be notified of my breach of the law of any foreign country, it will be reported to and it will be handled by the UMW Office of Student Conduct and Responsibility.

\_\_\_\_\_ I acknowledge and understand that, regardless of the laws of any foreign country, the use of illegal drugs in any form, as governed by the laws of the Commonwealth of Virginia and the United States of America, will be grounds for immediate expulsion, total forfeiture of all program fees and loss of all course credit.

\_\_\_\_\_ I acknowledge and understand that all UMW policies will apply during my UMW education abroad program, including those regarding drug and alcohol use and the Honor Code, and that the Center for International Education at UMW is required to follow protocols when a violation takes place, just as if the incident had occurred in the United States, up to and including immediate expulsion, total forfeiture of all program fees and loss of all course credit.

\_\_\_\_\_ I acknowledge and understand that UMW reserves the right to expel me from my UMW education abroad program at any time if my academic work or any aspect of my behavior, in the sole discretion of UMW, is determined to impede or obstruct the progress of my program in any way.

### **10. INDEPENDENT TRAVEL AND OPERATION OF VEHICLES**

\_\_\_\_\_ I acknowledge and agree that I am required to inform my program director (or my program director's designee) in advance of any independent international travel I may choose to undertake.

\_\_\_\_\_ I acknowledge and agree that if I choose to rent or operate any vehicle in any foreign country, I will be doing so against UMW's advice due to the fact that driving in a foreign country is potentially extremely dangerous due to, but not limited to, poor road conditions and unfamiliar traffic patterns.

### **11. CONSENT TO MEDICAL TREATMENT**

\_\_\_\_\_ I authorize UMW to secure emergency medical treatment for me in the event that it is necessary in order to ensure my own health and safety and/or the safety of others.

\_\_\_\_\_ I authorize UMW to release my medical and other pertinent records to necessary authorities in the event that it is necessary in order to ensure my own health and safety and/or the safety of others.

### **12. PROGRAM CHANGES**

\_\_\_\_\_ I acknowledge and understand that my UMW education abroad program reserves the right to change my program, including the itinerary, travel arrangements, or accommodations, at any time and for any valid reason, with or without notice, and that my education abroad program shall not be responsible or liable for any expenses or losses that I may sustain because of these changes.

### **13. RIGHT TO REVIEW BY COUNSEL AND BINDING AUTHORITY.**

\_\_\_\_\_ I acknowledge and agree that I have had the opportunity to consult with my parents and/or the attorney of my choice prior to signing this Assumption of Risk and Release from Liability Agreement.

\_\_\_\_\_ I acknowledge and agree that this Assumption of Risk and Release from Liability Agreement shall be binding upon my survivors, heirs, successors, and assigns.

\_\_\_\_\_ I acknowledge and agree that this Assumption of Risk and Release from Liability Agreement is in addition to, and does not revoke or modify, any other agreement or release which I may execute in connection with my UMW education abroad program.

### **14. ASSURANCES AND CONSENT**

\_\_\_\_\_ **I have carefully read, fully understand, and voluntarily agree to all of the terms and conditions of this Assumption of Risk and Release from Liability Agreement.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **ADDITIONAL REQUIRED SIGNATURE(S) FOR PARTICIPANTS WHO ARE UNDER THE AGE OF 18:**

I certify that I am the parent or legal guardian of \_\_\_\_\_ and that I am authorized and competent to execute this Agreement on his or her behalf.

Parent/Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_