

Conditions of Participation Agreement, Assumption of Risks, and Release of Liability

Participant Name: _____

University Related Travel Abroad: _____

Location(s): _____

Travel Period (dates): _____

As a participant seeking to voluntarily participate in the University Related Travel Abroad (hereinafter, "Travel Abroad") listed above, I acknowledge the risk inherent in international travel, and I understand and agree that by participating in this program, I will be in contact with entities and individuals abroad that are not within the care, custody or control of Florida Atlantic University. In consideration of being allowed to participate in the Travel Abroad, I, on behalf of myself and my heirs, assigns, executors, administrators, and next of kin ("Related Persons"), hereby acknowledge and agree as follows:

I fully understand and knowingly and voluntarily assume all risks related to the Travel Abroad listed above, which may include an increased risk of exposure to illness (including, without limitation, Covid-19), personal injury, disability, other short-term or long-term health effects, possible kidnapping and/or death, which might result from the actions, inactions, or negligence of me, any of the Released Parties (as defined below), or other third parties. I accept personal responsibility for any and all damages, liability, and other losses that I or any of my Related Persons may incur in connection with the foregoing risks. I acknowledge that _____ is currently the subject of a United States Department Of State Travel Advisory, issued on _____ (the "Travel Advisory"), that warns U.S. citizens against travel to _____. The Travel Advisory states in part that:

_____.

I acknowledge that a copy of the Travel Advisory is available at the United States Department of State's website (<http://travel.state.gov>), and that I have read, and fully understand the entirety of the Travel Advisory. I understand and acknowledge that Florida Atlantic University discourages travel to countries with a U.S. State Department Level 3 or Level 4 designation. I further understand and acknowledge that the Travel Abroad is a purely optional activity in which I am freely and voluntarily participating; that I will receive no penalty from Florida Atlantic University for not participating; and that I am in no way required by the Florida Atlantic University to participate in the Travel Abroad.

ON BEHALF OF MYSELF AND EACH OF MY RELATED PERSONS, I HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS (AND COVENANT NOT TO SUE) THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, THE FLORIDA BOARD OF GOVERNORS, THE STATE OF FLORIDA AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES AND LEGAL REPRESENTATIVES ("RELEASED PARTIES") FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MY DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH I OR ANY OF MY RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE

RELEASED PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO MY TRAVEL TO AND FROM OR PARTICIPATION IN THE TRAVEL ABROAD IDENTIFIED ABOVE, WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE.

Notwithstanding the foregoing, nothing herein shall limit or waive my rights to workers compensation or other related benefits, as applicable, pursuant to Florida law.

COVID-19 Pandemic

I understand that I am voluntarily choosing to engage in this program during the ongoing Coronavirus disease (COVID-19) pandemic, which is capable of consistent and constant mutations resulting in variants that may pose new and/or unknown risks. I acknowledge that COVID-19 is an infectious and highly contagious disease and travel increases my chance of contracting and spreading COVID-19. I agree that I am solely responsible for and ASSUME THE RISKS, whether or not specifically listed in this document, associated with travel during a pandemic and any activities I conduct while traveling during a pandemic. These risks include, but are not limited to, contracting illness, being quarantined and/or isolated for an unknown period of time, being without access to essential resources such as food and medical care, being unable to return to the United States or another intended destination, needing to evacuate with little or no notice and/or assistance, serious physical and/or mental trauma or injury, and death. I acknowledge and agree that it is my responsibility to review the warnings and recommendations from the Centers for Disease Control and Prevention (www.cdc.gov), the State Department (<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>), and the World Health Organization (www.who.int). I also acknowledge that it is recommended that I consult a medical professional prior to making travel/program commitments so that I can have my overall health evaluated and understand any risk associated with my specific health conditions.

I further understand that it is my responsibility to know the terms and limitations of my international medical insurance through Cultural Insurance Services International (CISI) (<https://www.fau.edu/goabroad/pdf/CISI2020Policy.pdf>), required by FAU, or any other approved international medical insurance, and I agree that I am solely responsible for any costs not covered by my medical insurance. I also understand that it is my responsibility to know the terms and limitations to any travel or flight insurance I purchase on my own and that it is recommended that I consider the purchase of travel or flight insurance. In an effort to support my health and safety during my participation in the Travel Abroad, I am expected to download and activate the CISI Traveler mobile app, which provides important health and safety information as needed.

I acknowledge that vaccinations may be required by the host country, host institution, and/or international travel providers, I may be required to quarantine once I arrive at my destination, and it is my personal and financial responsibility to complete quarantine. I also understand that independent travel during weekends or academic breaks is highly discouraged and may be prohibited by my host organization/institution. Independent travel during weekends or academic breaks is subject to rapidly changing conditions, including but not limited to changing quarantine regulations, flight delays/cancellations, or border closures. I understand that it is my responsibility to know and adhere to the public health guidelines where I am traveling, and to factor those requirements into my travel arrangements and budget. I understand that FAU has no control over the healthcare environment/infrastructure within my host country. It is my responsibility to understand how to receive

treatment and testing for COVID-19 related symptoms within my host country. I understand and acknowledge that the University retains the right to withdraw institutional approval for the Travel Abroad at any time, or any reason including but not limited to the COVID-19 Pandemic. This means that the University has discretion to request my return to the United States. I acknowledge the University may withdraw institutional approval or that the host institution may cancel the Travel Abroad with limited or no notice; if this happens, it may disrupt and/or terminate any or all aspects of the Travel Abroad, including but not limited to my travel plans, housing arrangements, and trip insurance (whether provided through the University or a separate entity). By choosing to participate in the Travel Abroad, I acknowledge and agree that I may be responsible for all potential financial costs associated with cancellation of a program or removal of institutional approval. I further understand and acknowledge that withdrawal of University approval for the travel may have consequences on my academic activities and corresponding institutional aid for the dates in question, including (but not limited to) a possible change in University enrollment status, loss of academic credit for the term in question, or loss of institutional aid or financial support. I acknowledge and agree that this waiver of liability and release of claims specifically includes, but is not limited to, any claims related to the University's or the host institution's decision to cancel or withdraw institutional approval, or not to cancel or withdraw institutional approval, for the Travel Abroad during my participation.

Rules Related to International Travel

I also acknowledge and agree that I have read, understand, and will comply with guidance published by Florida Atlantic University that relates to countries under sanctions or other restrictions of the state or the United States government, including any federal license requirement; customs rules; export controls; restrictions on taking state university or entity property, including intellectual property, abroad; restrictions on presentations, teaching, and interactions with foreign colleagues; and other subjects important to the research and academic integrity of Florida Atlantic University.

I will comply with all Florida Atlantic University rules, regulations, policies, and procedures relating to international travel, I will not violate FAU's limitations on travel and activities abroad, and I will obey all applicable state and federal laws. I acknowledge that I have reviewed and understand this **Conditions of Participation Agreement, Assumption of Risks, and Release of Liability**, and that I understand and assume the risks associated with my participation in the Travel Abroad, and agree that this document constitutes an agreement that legally binds me and my Related Persons.

Signature of Participant

Date

Printed Name of Participant

If Participant is under 18 years of age, the Participant's parent or legal guardian must agree and sign as follows: I have reviewed and understand this **Conditions of Participation Agreement, Assumption of Risks, and Release of Liability, and understand and assume the risks associated with my child's

participation in the Travel Abroad, and agree that this document constitutes an agreement that legally binds me and my child, and our heirs, assigns, and estates.

Signature of Participant's Parent/Legal Guardian

Date

Printed Name of Participant's Parent/Legal Guardian