



FOREIGN TRAVEL WAIVER AND RELEASE FROM LIABILITY

(THIS FORM MUST BE SIGNED BY THE PARTICIPANT, AND ALSO BY A PARENT/ GUARDIAN IF THE PARTICIPANT IS UNDER AGE 18 & REQUESTED IF PARTICIPANT IS UNDER AGE 21, AND MUST BE NOTARIZED)

Name of Participant: _____ Student ID #: _____

FLSA Course: _____ Dates: _____

Foreign Country(ies) of Travel: _____

1. I acknowledge that travel to foreign countries may involve many risks including, but not limited to, terrorism, diseases, search and/or seizure of property by customs or other governmental authorities, personal liability, risk of personal injury to me including disability or death, loss or damage to property belonging to me and others, differing customs and legal requirements.
2. I understand that the social, cultural, political, religious, governmental, health care, legal (both civil and criminal) and other systems, as well as the geophysical characteristics, of foreign countries may be different, in subtle and/or significant ways, from those in the United States. For example, behavior that is considered normal or acceptable in the United States may be illegal or socially or culturally unacceptable or offensive outside the United States and may result in penalty, fines or imprisonment. I understand that police, fire and other governmental systems may differ from U.S. standards in certain countries, and that the quality and availability of health care may be very different than the United States. Finally, I am aware that certain activities carry increased levels of risk by their nature (for example strenuous physical activity, sea travel, etc.).
3. I understand that the University is not responsible for my safety and knowingly and voluntarily agree to assume any and all risks associated with participation in the above-described travel opportunity (the "Program"). I also acknowledge that my participation in the Program is optional and that my participation would not have been permitted without this waiver and release.
4. To the maximum extent permitted by law, I release Long Island University, its trustees, officers, faculty, employees, representatives, agents, or anyone accompanying this Program, or their heirs or estates, in their official and individual capacities (collectively, the "University") from, and agree not to sue the University for, any and all claims and causes of action for loss of or damage to property, bodily or personal injury, loss of companionship or support, or death sustained by me or third parties arising out of any activity or travel associated with my participation in the Program.
5. I agree to defend, indemnify and hold harmless the University for any and all losses, expenses, claims, judgments and liabilities (including attorneys' fees) of any nature arising out of, or in consequence of, my acts, words, conduct, etc. in connection with the Program including, but not limited to, damage to property, any injuries or death sustained by any person(s) as a result of my actions or inactivity. I further understand that nothing stated herein shall relieve me from my obligation to uphold and support all rules and regulations for participation in the Program, as set forth by the University.
6. I have reviewed applicable current travel advisories issued by the U.S. Department of State and the Center for Disease Control relating to all foreign destinations listed above. I acknowledge that the University's policy forbids travel to areas subject to a U.S. Department of State Travel Warning.
7. I understand and acknowledge that the University is not providing personal chaperones or supervision with respect to the Program, and that I am responsible for my individual conduct, health and safety at all times.
8. I acknowledge that if I decide to travel to a site before the official start date (as defined by the faculty member), or choose to stay at the location site after the official end date, I do so of my own volition and at my sole risk and responsibility, and the University has no obligation or responsibility to assist me in case of an emergency. I acknowledge that the same conditions apply if I decide to travel to places or countries outside the program's parameters within the official semester. I accept the responsibility to notify my emergency contacts of my personal plans. I authorize the University to advise my parent(s), guardian(s) and/or emergency contact(s) of my decision, if considered necessary.
9. I am in good health, have no physical conditions that affect my ability to travel and/or participate in any of the activities involved in the Program, and have not been advised otherwise by a medical practitioner. In this regard, I have completed the Medical Clearance and Emergency Contact Form. I acknowledge that the school-sponsored Health Insurance Plan is mandatory and that the premium for this policy is automatically billed through Long Island University. The University is in no way responsible for any accident or health costs or medical care.
10. I grant to the University full authority to take whatever action it deems is warranted under the circumstances regarding my health or safety in connection with my participation in this Program, including the provision of any emergency first aid, medication, medical treatment, or surgery deemed necessary by medical personnel. This authority will permit the University, at its discretion, to place me, at my own expense, in a local hospital for medical services and treatment, or, if no hospital is available, to place me in the hand of a local medical doctor for treatment. The University is further authorized to fly me back home, at my own (or my parents') expense, for medical treatment if, in consultation with local medical authorities, this is deemed to be necessary. I also authorize medical personnel to execute any documents relating to medical attention and to act on my behalf, if I am unable to do so.

11. I agree that at all times I will follow the directions of the University personnel accompanying the Program in all matters related to my participation in the Program. The University reserves the right to suspend or terminate my participation in the Program for failure to maintain the standards of Long Island University or if it be deemed that my acts, words or conduct are detrimental to, or incompatible with, the interests, purpose or welfare of the Program or of the University. This suspension or termination will in no way entitle me to a refund for any unused portion of the cost of the Program.
12. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, I have the right to consult with the adviser, counselor, or attorney of my choice.
13. This agreement represents my complete understanding with the University concerning the University's responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral.
14. This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
15. This Waiver may be executed in counterparts, including facsimile signatures, and all such counterparts shall constitute one agreement, binding upon all parties hereto.
16. I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

 Signature of Participant
 (to be signed in presence of Notary Public)

 Date

 Print Name of Participant

Parent/guardian signature required for participants under 18 years old and requested for students under 21 years old.

As the parent/guardian of the above-named participant, I understand and agree to the terms and conditions contained in this Waiver and Release form, and I assume responsibility for the actions or inactions of the Participant.

 Signature of Participant
 (to be signed in presence of Notary Public)

 Date

 Print Name of Participant

STATE OF _____)	
) ss.	
COUNTY OF _____)	
<p>On this ____ day of _____, 20____, before me personally came _____, to me known and known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.</p>		
<p>_____ Notary Public Print Name _____</p>		
<p>My commission expires _____</p>		
<p>(Use this space for notary stamp/seal)</p>		

STATE OF _____)	
) ss.	
COUNTY OF _____)	
<p>On this ____ day of _____, 20____, before me personally came _____, to me known and known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.</p>		
<p>_____ Notary Public Print Name _____</p>		
<p>My commission expires _____</p>		
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