



LIU Student Travel Agreement – Foreign Travel

Program/Course: _____

Location: _____

Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from LIU for injuries or losses you may sustain as a result of participating in this Program while on or off campus.

LIU is a non-profit educational institution. References to LIU includes its trustees, employees, volunteers, students, and participating organizations, sponsors, agents and assigns.

1. I, freely choose to participate in this academic program (“Trip”) and freely accept all the risks associated with the Trip and any other related travel. I expressly agree that I am not an employee of LIU, and have no employee rights or benefits including, without limitation, any workers’ compensation benefits.

2. I understand that LIU is not an agent of, and has no responsibility for, any third party including without limitation any third-party agent or sponsor of the program that may provide any services, equipment, training or activities associated with the Trip. I understand that LIU makes no statement or warrantee as to the safety of said Trip. I agree to inform myself about the potential dangers of the areas I am traveling to and precautions which should be taken. I acknowledge that I may be independently traveling via plane, bus or train to the Program location(s).

3. Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself and avoiding any activity or behavior which would harm myself or others. I agree to observe the rules and practices which are available in LIU’s Student Handbook, which that may be posted on-line, or which are advised by LIU or the program or sponsor relative to this Trip. I agree that if I fail to act in accordance with this agreement I may be dismissed from the Trip. I understand that LIU will not retain legal counsel if I am arrested for any reason. I agree that at all times I will follow the directions of University personnel in all matters connected with the activity. The University reserves the right to suspend or terminate my participation if it is deemed that my acts, words or conduct are detrimental to, or incompatible with, the interests, purpose or welfare of the activity or the University.

4. Despite precautions, accidents and injuries can occur. I understand the activities I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or Trip participation. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- ◆ Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, that may occur as a result of participating in an activity or contact with physical surroundings, environment, equipment or other persons.
- ◆ Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot or act of any government or authority.
- ◆ Theft or loss of personal property during the Trip or any Trip related travel.

- ◆ Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- ◆ Trip delay, extension or cancellation due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

5. I further acknowledge that the above list is not inclusive of all possible risks associated with the Trip or facilities, equipment, or services in association with the Trip, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that participating in this Trip and use of facilities at LIU is an acceptance of risk of injury.

Medical Treatment Authorization

6. I authorize LIU to act on my behalf in any medical emergency, if applicable. However, I also acknowledge that I am responsible for obtaining any necessary trip or travel insurance. LIU is not responsible for any of the costs for medical insurance or any other insurance. I am responsible for all costs associated with any medical care or treatment and that I have medical coverage.

7. In consideration of LIU’s support of the Trip I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS LIU from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to the Trip, my use of the facilities or services in association with the Trip.

8. I state that I am aware that participation in this activity comes with inherent dangers and poses many risks including, but not limited to, damage to my property, bodily injury and death. I assume all risks associated with my participation in the activity including, without limitation, the risk of any negligence or recklessness or failure to act by the University, its employees or volunteers, other participants, or others. I accept personal responsibility for any injury, illness, damage, loss, claim, liability or expense, of any kind or nature, that I may suffer, and I agree, on behalf of myself, my assigns, executors, and heirs, to release, indemnify, and hold harmless Long Island University, its trustees, officers, agents, employees and volunteers from any liability arising from any such risks. I understand that by signing this document, I am giving up my legal right to sue to recover damages for claims I might otherwise have.

9. I understand that the University does not provide accident or medical insurance for me for this Trip.

10. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Trip and the use of facilities or services in association with the Trip, that I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily participating in the Trip.

My signature below indicates that I have read and freely signed this agreement. I further certify that I am legally competent to sign this agreement. If I am under the age of 18, my parents will sign this agreement.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Student Name: _____

Signature: _____

Date: _____ day/month/year

Parent: _____