

**WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK  
FOR STUDENTS FOR TRAVEL TO A COUNTRY WITH A LEVEL 3 OR 4  
DEPARTMENT OF STATE TRAVEL ADVISORY**

*Instructions: Carefully read the U.S. Department of State Travel Advisory for the destination country/ies at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>, and this Waiver, Release, and Assumption of Risk. Attach the signed form and the signed T-4 Form to the Travel Request to seek approval for the trip.*

**1. TRAVEL INFORMATION**

Participant Name: \_\_\_\_\_

Travel Request #: \_\_\_\_\_

Location of Travel and Associated Activities (collectively "Trip") (Country/ies):

Trip Description:

Trip Dates (Program Dates): \_\_\_\_\_

**2. PARTICIPATION IN THE TRIP**

At my request and upon the exercise of my own free choice, I have chosen to voluntarily participate in the Trip identified above. I understand I am participating in the Trip entirely at my own risk and responsibility. I acknowledge and understand that even though Texas State University (University) has granted approval to travel to locations where a U.S. State Department Travel Advisory Level 3 or Level 4 is in effect, the University does not guarantee my safety on the Trip, and has not required or asked that I engage in this travel.

**3. ACKNOWLEDGEMENT OF DANGERS AND RISKS**

I understand and acknowledge that there are certain dangers, hazards, and risks including but not limited to medical and health risks, inherent in international travel, particularly to a country with a level 3 or 4 travel advisory or health notice, and in the activities to be engaged in during the Trip including, but not limited to risks of bodily injury, death, or damage to property, which may occur from known or unknown causes and unforeseen circumstances. I affirm that I have read and understand the United States Department of State Travel Advisory for (country/ies) \_\_\_\_\_ . Despite this travel advisory, I have voluntarily decided to participate in the Trip.

I further understand that the University cannot and does not assume responsibility for my safety or any such personal injury, death, property damage, or other problem or damage that arises from these or other dangers, hazards, and/or risks of or related to the Trip.

#### **4. ACKNOWLEDGEMENT OF INSTITUTIONAL AUTHORITY TO RESCIND APPROVAL**

I understand and acknowledge that the University retains the right to withdraw institutional approval at any time for travel to a country currently under a U.S. State Department Travel Advisory Level 3 or 4 should circumstances change thereby creating a significant risk to my safety and well-being. I further understand that the University cannot and does not assume any responsibility for financial losses that I may incur as a result of my decision, including but not limited to, cancellation of airline tickets, non-refundable fees paid for services to be rendered abroad, etc. By choosing to continue in the Trip, I acknowledge and agree that I am 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 Trip may have consequences on my academic activities and corresponding institutional aid for the dates in question, including but not limited to, a change in my University enrollment status, loss of academic credit for the term in question, or loss of institutional aid.

#### **5. ACKNOWLEDGMENT OF INSTITUTIONAL AUTHORITY TO ISSUE A MANDATORY EVACUATION NOTICE TO ME**

I understand and acknowledge that the University retains the right to issue a mandatory evacuation notice to me for a country currently under a U.S. State Department Travel Advisory Level 3 or 4 should circumstances change thereby creating a significant risk to my safety and well-being. I further understand that the University cannot and does not assume any responsibility for financial losses that I may incur as a result of my decision not to evacuate the country currently under a U.S. State Department Travel Advisory Level 3 or 4, including but not limited to, cancellation of airline tickets, non-refundable fees paid for services to be rendered abroad, etc. By choosing to not comply with the University's mandatory evacuation notice to me, and to instead continue participating in the Trip, I acknowledge and agree that I am responsible for all potential financial costs associated with cancellation of a program or removal of institutional approval. I further understand and acknowledge that my decision to not comply with the University's mandatory evacuation notice to me, may have consequences on my academic activities and corresponding institutional aid for the dates in question, including but not limited to, a change in my University enrollment status, loss of academic credit for the term in question, or loss of institutional aid.

## 6. ASSUMPTION OF RISKS AND DISCLAIMER OF UNIVERSITY RESPONSIBILITY

Notwithstanding the dangers, hazards, and risks involved:

- (i) I understand and agree to accept and assume all risks associated with my decision to participate in the Trip and/or not comply with the University's mandatory evacuation notice, if any, and in any activities I undertake in connection therewith, including any personal travel during and/or outside of the dates of the Trip, and
- (ii) **I HEREBY AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE, INDEMNIFY, AND HOLD HARMLESS THE TEXAS STATE UNIVERSITY, TEXAS STATE UNIVERSITY SYSTEM BOARD OF REGENTS, AND ALL OF ITS OFFICERS, AGENTS, EMPLOYEES, BOARDS, MEMBERS, AND ALL OTHERS ASSOCIATED WITH THE TRIP ("RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY CLAIMS, DAMAGES, LIABILITY, INJURIES, COSTS, SICKNESS, OR DEATH RESULTING FROM OR IN ANY WAY RELATED TO MY VOLUNTARY PARTICIPATION IN THE TRIP, REGARDLESS OF WHOSE FAULT MAY BE THE CAUSE OF MY INJURIES OR DAMAGES.**

## 7. RESPONSIBILITY FOR MEDICAL NEEDS

I am aware of my personal medical needs. I understand that the international insurance purchased through Texas State does continue to provide coverage regardless of the U.S. Department of State Advisory Levels. If I elected to decline Texas State insurance policy and decided to have coverage through my program provider, I am responsible for verifying and ensuring appropriate coverage while I remain abroad.

## 8. COMPLIANCE WITH LAWS AND RESPONSIBILITY FOR LEGAL ISSUES

I understand and agree to comply with all applicable laws of countries visited during the Trip. I understand that if I have a legal problem during the Trip, I will attend to the matter personally with my own funds and that the Released Parties are not responsible for providing any assistance to me under such circumstances.

## 9. REPRESENTATIONS

I represent that:

- (i) I have read this Release and fully understand its contents and the effects of its terms and provisions;
- (ii) the terms of this Release are contractual and not a mere recital;
- (iii) my agreement is voluntary and I further understand that prior to signing this Release, I have the right to consult with the advisor, counselor, or attorney of my choice;

- (iv) this Release shall bind me as the signor, my heirs, next of kin, executors, administrators, successors, or assigns and shall inure to the benefit of the Released Parties, their heirs, next of kin, executors, administrators, successors, or assigns;
- (v) with respect to the matters set forth in this Release, no oral representations, statements, or inducements other than those expressly contained herein have been made to me by any of the Released Parties;
- (vi) this Release represents my complete understanding regarding the release of the Released Parties from responsibility and liability for my participation in the Trip, supersedes any previous or contemporaneous understandings that I may have had with the Released Parties on this subject, whether written or oral, and cannot be changed or amended except in writing and signed by both parties; and
- (vii) I execute this Release for complete and adequate consideration, fully intending to be bound by the same.

## 10. GOVERNING LAW

I agree and acknowledge that this Release, including issues arising out of or relating to this Release and the Trip, shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws principles. I hereby consent and submit to personal jurisdiction in Travis County, Texas and agree that all disputes arising out of or in connection to this Release and the Trip shall be heard only by a court of competent jurisdiction located in Travis County, Texas.

## 11. PARTIAL INVALIDITY

If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, then I agree that the validity of all remaining terms and provisions shall not be affected thereby.

I HAVE READ THE ABOVE RELEASE AND FULLY UNDERSTAND ITS TERMS AND CONDITIONS.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Printed Name