

**RELEASE OF LIABILITY, ASSUMPTION OF RISKS, &
ACKNOWLEDGMENT OF UNIVERSITY POLICIES**

THIS RELEASE OF LIABILITY, ASSUMPTION OF RISKS, & ACKNOWLEDGMENT OF UNIVERSITY POLICIES (the "Release") is executed by: _____

(insert name) identified by the following N number: _____ (insert N number) (only if the person has an N number) whose address is: _____

(insert address) in favor of NOVA SOUTHEASTERN UNIVERSITY, INC., a Florida Not-for-Profit Corporation (the "University"), whose address is 3301 College Avenue, Fort Lauderdale, Florida 33314.

- 1. PARTICIPATION IN THE TRIP:** I desire to participate in a trip to _____
_____ (hereafter referred to as the "Destination") scheduled to occur from _____
_____ (insert dates of travel) for the primary purpose of _____
_____ (trip purpose) offered by Nova Southeastern University's _____
_____ (department/college/organization) and acknowledge that I am not required as part of my academic program or otherwise to participate in the Trip.
- 2. ACKNOWLEDGEMENT OF DANGERS AND RISKS:** I understand that there are certain dangers, hazards, and risks inherent in U.S. and international travel and the activities to be engaged in during the Trip including, but not limited to, those set forth in **EXHIBIT "A"** attached hereto and made a part hereof, which can cause personal injury, death, and/or property damage. I am participating in the Trip on a voluntary basis and have not been induced to do so by the University or any other person. I understand that all activities I undertake as part of the Trip must comply with all possible: (1) travel restrictions placed by the United States and/or foreign nations; and (2) medical restrictions and requirements placed by the United States and/or foreign countries – including, but not limited to: quarantine, self-isolation, and vaccine(s) mandates. I understand that each location and foreign country has its own laws and standards of acceptable conduct, including those related to dress, manners, morals, politics, drug use, and behavior. I have informed myself of any such laws or standards which may be applicable on this Trip. I recognize that action(s) which violate such laws or standards could result in risk to my own health, safety, and liberty – including, but not limited to, my ability to return to the United States. I understand that I am responsible for obtaining and maintaining my own travel documents needed for Trip and understand that deficient, expired, or non-compliant travel documents may prohibit my participation in Trip and my ability to leave or return to the United States.
- 3. RELEASE AND WAIVER OF LIABILITY:** I release and forever discharge the University, its trustees, officers, agents, employees, and any students acting as employees (collectively, "Releasees"), from any and all liability for any injury, damage, claim, demand, action, loss, liability, cost and expense (including, without limitation, reasonable attorney's fees) of any nature – *whether or not caused by the University or Releasee's own negligence* – that I may at any time have or incur, arising out of or in any manner related to any loss, damage, injury, or disability including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, while in the Destination or in transit to and from the Destination.
- 4. ASSUMPTION OF RISKS:** Notwithstanding the dangers, hazards, and risks involved, and in consideration of being permitted to participate in the Trip, I knowingly and freely agree to assume

all the risks, both known and unknown, surrounding my participation in the Trip and in the activities I undertake in connection therewith.

5. DISCLAIMER OF UNIVERSITY RESPONSIBILITY: I understand and agree that the University and Releasees are:

- i. not responsible or liable for any injury, damage, loss, accident, delay or death or other wrongful act of any party engaged to provide services connected with the Trip,
- ii. not responsible or liable for any injury, damage, loss or expense due to illness, weather, strikes, hostilities, wars, natural disasters, terrorism, or other such causes,
- iii. not responsible or liable for disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom – including, but not limited to, those caused by: (1) travel restrictions placed by the United States and/or foreign nations; and (2) medical restrictions and requirements placed by the United States and/or foreign countries – including, but not limited to: quarantine, self-isolation, and vaccine(s) mandates,
- iv. not responsible or liable for any loss, damage, or theft of my luggage or other personal belongings,
- v. not responsible for providing me a valid passport and/or international visa(s) or maintaining the legal status of my passport and/or international visa(s), and
- vi. not responsible for providing me any vaccinations, medical tests, or any other medical requirements which may be required for travel to and from my Destination.

6. RESPONSIBILITY FOR MEDICAL NEEDS: I represent to the University that I am aware of my personal medical needs and that there are no health-related reasons or problems that preclude or restrict my safe participation in the Trip. I acknowledge that the University has strongly recommended that I obtain insurance coverage valid in the Destination to protect against the cost of hospitalization and physician care in the event of illness, accident, injury and disability. I understand that I am solely responsible for obtaining such insurance (may be included with the collaborating agency). I understand that I am solely responsible for obtaining any necessary vaccination(s) for the Trip. I further understand and agree that (i) the University is not responsible for attending to any of my medical or medication needs; (ii) I assume all risks and responsibility for my medical and medication needs; and (iii) if I am required to be hospitalized at any time during the Trip, the University does not assume any legal responsibility for payment of such costs.

7. EMERGENCY MEDICAL TREATMENT: I understand that the University does not have medical personnel available at any time during the Trip. I grant the University permission to authorize emergency medical treatment, including surgery, and I agree that such action by the University shall be subject to the terms of this Release. I understand and agree that the University assumes no liability or responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

- 8. LEGAL PROBLEMS:** I understand that if I have a legal problem in the Destination during the Trip, I will attend to the matter personally with my own funds and that the University is not responsible for providing any assistance to me under such circumstances.
- 9. BINDING NATURE OF RELEASE:** It is my express intent that this Release shall bind the members of my family (including my spouse, if any) if I am alive, and my heirs, personal representatives, successors, and assigns if I am deceased.
- 10. INDEMNIFICATION:** I agree to indemnify, defend, and hold the Releasees harmless from any liability, claim, action, damage, loss, fine, penalty, cost or expense, including, without limitation, reasonable attorney's fees, of every kind or nature asserted by any party against any Releasee or incurred by any Releasee and arising directly or indirectly from or in connection with my participation in the Trip or any of the activities I engage in during the Trip.
- 11. ACKNOWLEDGMENT OF UNIVERSITY POLICIES:** I agree to comply with all the rules, regulations, and policies of the University, including those applicable generally and those pertaining specifically to the Trip. I acknowledge that authorized officials of the University may from time to time establish rules and policies for the Trip which may be announced orally or in writing. I recognize that authorized University officials are authorized to determine the eligibility of any student to continue participation in the Trip, and that any authorized University official may do so based on whatever information the official finds sufficient. Authorized University officials may also implement individual discipline or sanctions at the official's discretion. If I am requested to leave the Trip by an authorized representative of the University because of my failure to comply with the requirements of this paragraph, I will do so, and *I understand that I will be fully responsible for any expenses I incur as a result.* I further understand that in the event my participation in the Trip is so terminated by University, *I will not be eligible for any refund of tuition or fees.*
- 12. RESERVATION OF RIGHTS:** I acknowledge that the University reserves the following rights that it may exercise in its sole discretion: (i) the right to cancel the Trip, and (ii) the right to make alterations, changes, and modifications in any part of the Trip itinerary and the activities in connection therewith.
- 13. DISCLOSURE: THE UNIVERSITY HAS INFORMED ME THAT BY SIGNING THIS DOCUMENT I RELEASE AND WAIVE CERTAIN LEGAL RIGHTS THAT I OTHERWISE MIGHT HAVE, AND THAT I SHOULD READ THE DOCUMENT CAREFULLY AND UNDERSTAND IT FULLY BEFORE SIGNING.**
- 14. REPRESENTATIONS: I REPRESENT TO THE UNIVERSITY THAT: (i) I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS AND THE EFFECT OF ITS TERMS AND PROVISIONS; (ii) I SIGN THIS RELEASE AS MY OWN FREE ACT AND DEED; (iii) 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 RELEASEES; (iv) I AM OVER EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS RELEASE; AND (v) I EXECUTE THIS RELEASE FOR COMPLETE AND ADEQUATE CONSIDERATION, FULLY INTENDING TO BE BOUND BY THE SAME.**
- 15. GOVERNING LAW/FORUM SELECTION:** I agree that this Release shall be construed in accordance with the laws of the State of Florida and that any dispute arising out of or in connection

with this Release shall be under the exclusive jurisdiction of the Seventeenth Judicial Circuit of Florida.

- 16. PARTIAL INVALIDITY:** If any term or provision of this Release shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law governing this Release, then I agree that all remaining terms and provisions shall not be affected thereby.

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ALL ITS CONTENTS AND THE EFFECT OF ITS TERMS AND PROVISIONS.

Participant Name

Participant Signature

Date

EXHIBIT “A”

Problems and hazards that participants can experience.

1. Poor quality food or drinking water.
2. Food poisoning.
3. Circumstances of travel via plane, bus or other means of transportation.
4. Theft.
5. Natural events, e.g. earthquakes, tropical storms, hurricane, volcanic activity, etc.
6. High altitude nausea, nose bleeds, headaches.
7. Drug availability and severe police/legal penalties.
8. Political instability.
9. Problems entering and exiting foreign countries – not limited to, potential quarantine and self-isolation mandates.
10. Warnings and advisories provided by the U.S. Department of State.
11. Warnings and advisories provided by the U.S. Centers for Disease Control.
12. Warnings and advisories provided by the World Health Organization.
13. Kidnapping, torture and death.
14. Guerrilla warfare.
15. Violence relating to drugs.
16. Terrorist activity of any kind.
17. Illnesses.
18. And any other unforeseen circumstance that can cause injury, death, or damage to property.