RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISKS (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 Europe scheduled to occur from February 24, 2016 to March 8, 2016 for the primary purpose of participating in the class "Genocide in the 20th Century" (HIST 4700) as well as participating in a variety of visits to various sites in Poland, Hungary, Serbia and Bosnia offered by the University (the "Trip"). I acknowledge that I am not required as part of my academic program or otherwise to participate in the Trip. However, I understand that this Trip is a required component of course HIST 4700, for which I registered. This is an elective class that I voluntarily choose to take.

2. **WAIVER OF UNIVERSITY LIABILITY FOR DANGERS AND RISKS**: I understand that there are certain dangers, hazards, and risks inherent in 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 property damage. I further understand that the University cannot and does not assume any liability or responsibility for any such personal injury, death 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.

3. **ASSUMPTION OF RISKS**: Notwithstanding the dangers, hazards, and risks involved, and in consideration of being permitted to participate in the Trip:

   (i) 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; and

   (ii) I release and forever discharge the University, its trustees, officers, agents, and employees (hereafter collectively called the "Releasees"), from any and all liability for any injury, damage, claim, demand, action, loss, liability, cost or expense (including, without limitation, reasonable attorney's fees) of any nature that I may at any time have or incur, arising out of or in any manner related to the Trip, while in Europe or in transit to and from Europe and my participation in connection therewith.

4. **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 sickness, 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, and

(iv) not responsible or liable for any loss, damage, or theft of my luggage or other personal belongings.

5. **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 Europe to protect against the cost of hospitalization and physician care in the event of sickness, accident, injury and disability. I understand that I am solely responsible for obtaining such insurance (may be included with the collaborating agency). 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.

6. **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.

7. **LEGAL PROBLEMS**: I understand that if I have a legal problem in Europe 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.

8. **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.

9. **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.

10. **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.

11. **PASSPORT, VISA AND VACCINATIONS**: I understand that I am responsible for obtaining my own passport, visa and public health vaccinations.

12. **COMPLIANCE WITH LAWS**: I agree to comply with all laws of the European Union, Poland, Hungary, Serbia, and Bosnia during the Trip.

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 AND (iv) I EXECUTE THIS RELEASE FOR COMPLETE AND ADEQUATE CONSIDERATION, FULLY INTENDING TO BE BOUND BY THE SAME.**

15. **GOVERNING LAW**: I agree that this Release shall be construed in accordance with the laws of the State 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.

_____

Participant Name

_____

Participant Signature

_____

Date

EXHIBIT "A"

Problems and hazards that participants can experience.

1. Illness from possibility of Flu
2. Food poisoning.
3. Circumstances of travel via plane, bus, train or other means of transportation.
4. Theft.
5. Natural events, e.g. earthquakes, blizzard, etc.
6. Drug availability and severe police/legal penalties.
8. Political instability.
9. Guerrilla warfare.
11. Unexploded mines.
12. Terrorist activity of any kind.
13. And any other unforeseen circumstance that can cause injury, death or damage to property.