

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:** For and in consideration of my child being allowed to participate in the trip to _____ (insert destination) scheduled to occur from _____ (insert departure date) to _____ (insert return date) for the primary purpose of _____ (insert purpose of the trip) offered by _____ (insert name of organization or conference) (the "Trip"), I (we), as parent(s) and/or legal guardian(s), acknowledge that my child is not required as part of his/her academic program or otherwise to participate in the Trip.

2. **WAIVER OF UNIVERSITY LIABILITY FOR DANGERS AND RISKS:** I (we) 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 (we) further understand that the University cannot and does not assume responsibility for any such personal injury, death or property damage. My (our) child is participating in the Trip on a voluntary basis and has 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 my child being permitted to participate in the Trip:
 - (i) I (we) agree to assume all the risks surrounding my child's participation in the Trip and in the activities he/she undertakes in connection therewith; and

 - (ii) I (we) release and forever discharge the University, its trustees, officers, agents, employees, and any students acting as employees (hereafter collectively called the "Releases"), from any and all liability for any injury, damage, loss, cost or expense (including, without limitation, reasonable attorney's fees) of any nature that my child may at any time have or incur, arising out of or in any manner related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by my child or by any property belonging to us or my child, while in _____ or in transit to and from _____.

4. **DISCLAIMER OF UNIVERSITY RESPONSIBILITY:** I (we) understand and agree that the University and Releases are:
 - (i) not responsible or liable for any injury, damage, loss, accident or delay which may be caused by a defect in any vehicle or other mode of transportation, or the negligence 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 there from, and
 - (iv) Not responsible or liable for any loss, damage, or theft of my child's luggage or other personal belongings.
5. **RESPONSIBILITY FOR MEDICAL NEEDS:** I (we) represent to the University that I (we) are aware of my child's personal medical needs and that there are no health-related reasons or problems that preclude or restrict my child's participation in the Trip. I (we) acknowledge that the University has strongly recommended that I (we) obtain insurance coverage valid in _____ (insert destination) to protect against the cost of hospitalization and physician care in the event of sickness, accident, injury and disability. I (we) understand that I (we) am (are) solely responsible for obtaining such insurance (may be included with the collaborating agency). I (we) further understand and agree that (i) the University is not responsible for attending to any of my child's medical or medication needs; (ii) I (we) assume all risks and responsibility for my child's medical and medication needs; and (iii) if my child is 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 (we) understand that the University does not have medical personnel available at any time during the Trip. I (we) grant the University permission to authorize emergency medical treatment; including surgery, and I (we) agree that such action by the University shall be subject to the terms of this Release. I (we) understand and agree that the University assume 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 (we) understand that if my child has a legal problem in _____ (insert destination) during the Trip, I (we) will attend to the matter personally with my own funds and that the University is not responsible for providing any assistance to my child under such circumstances.
8. **BINDING NATURE OF RELEASE:** It is my (our) express intent that this Release shall bind the members of my (our) 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 (we) agree to indemnify, defend and hold the Releases 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 Release or incurred by any Release and arising directly or indirectly from or in connection with my child's participation in the Trip or any of the activities my child engages in during the Trip.
10. **RESERVATION OF RIGHTS:** I (we) 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 (we) understand that I (we) am (are) responsible for obtaining my child's passport, visa and public health vaccinations.
12. **COMPLIANCE WITH LAWS:** I (we) agree that my child will comply with all laws of _____ (insert destination) during the Trip.
13. **DISCLOSURE:** THE UNIVERSITY HAS INFORMED ME (US) THAT BY SIGNING THIS DOCUMENT I (WE) RELEASE AND WAIVE CERTAIN LEGAL RIGHTS THAT I (WE) OTHERWISE MIGHT HAVE, AND THAT I (WE) SHOULD READ THE DOCUMENT CAREFULLY AND UNDERSTAND IT FULLY BEFORE SIGNING.
14. **REPRESENTATIONS:** I (WE) REPRESENT TO THE UNIVERSITY THAT (i) I (WE) HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS AND THE EFFECT OF ITS TERMS AND PROVISIONS, (ii) I (WE) SIGN THIS RELEASE AS MY (OUR) 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 (US) BY ANY OF THE RELEASEES, (iv) I (WE) AM (ARE) OVER EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS RELEASE AND (v) I (WE) EXECUTE THIS RELEASE FOR COMPLETE AND ADEQUATE CONSIDERATION, FULLY INTENDING TO BE BOUND BY THE SAME.
15. **GOVERNING LAW:** I (we) 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 (we) agree that all remaining terms and provisions shall not be affected thereby.

Participant Name

Participant Signature

Parent and/or Legal Guardian's Name

Parent and/or Legal Guardian's Signature (Required if participant under 18 years of age)

Date