

**MONMOUTH UNIVERSITY**  
**ASSUMPTION OF RISK AND RELEASE FORM:**  
**INTERNATIONAL FIELD TRIP/PROGRAM**  
 THIS IS A LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING.

I am Faculty/Staff member at Monmouth University and have chosen to voluntarily participate in the international field trip/program described below (the "Trip/Program"). "Trip/Program" is understood to include all activities at destinations, and all travel to and from such destinations.

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

Description of International Field Trip/Program: \_\_\_\_\_

Destination(s): \_\_\_\_\_

Approximate Date(s): \_\_\_\_\_

Cell Phone Number (To be contacted while abroad): \_\_\_\_\_

Email Address (To be contacted while abroad): \_\_\_\_\_

In consideration of the opportunity to participate in the above-identified off-campus Trip/Program, the undersigned has read, understands, and agrees to the following:

1. **Risks of International Travel:**

- a. I understand that participation in the Trip/Program and international travel involves risks not found in employment at the University. These include risks involved in traveling to, from, and within international locations; foreign, political, legal, medical, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and local weather conditions. The country or countries to which I will travel may have health and safety standards that differ from those in the United States, and I recognize that I may be subjected to potential risks, illnesses, injuries and even death. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly.
- b. I also acknowledge that in living and traveling in cities abroad, I may experience problems associated with urban living, including increased crime, pollution, high population density standards of living and health standards that are different from those to which I am accustomed in the United States. I acknowledge that it is my responsibility to take every precaution to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that Monmouth University recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well being.
- c. I understand that, although Monmouth University has organized the Trip/Program, it cannot eliminate all risks or guarantee my safety while I am abroad. I have read and understood all information on the U.S. State Department website (<http://travel.state.gov>) about the country or countries to which I am traveling, including, without limitation, the U.S. Department of State Consular Information Sheet and the State Department Warning (if applicable). I also have reviewed the U.S. Centers for Disease Control health advisory information relating to travel abroad found at (<http://www.cdc.gov/travel>), and any additional information available from the World Health Organization website (<http://www.who.int/>). With knowledge of this information, I have made the independent judgment to participate in the Trip/Program.

2. **Assumption of Risk and Release of Claims:** Knowing the risks described above, and in consideration of being allowed to participate in the Trip/Program, I hereby assume all risks and responsibilities surrounding my participation in the Trip/Program. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify MU, their respective officers, directors, agents and employees from any and all liabilities, claims, actions, or demands for damages, including reasonable costs and attorney's fees, for personal injury, disability, death, property loss or damage, wrongful death, loss of services, or other loss of any kind that I may sustain as a result of my participation in the Trip/Program, from any cause whatsoever, or for which I may be liable to another person, caused by, deriving from, or associated with my

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participation in this Trip/Program from any cause whatsoever, except to the extent that such loss or damage is caused solely or in part by the gross negligence or intentional acts of MU, its employees or agents. If the Trip/Program involves strenuous activity, it is strongly recommended that I consult with a physician before participating in this Trip/Program to determine any potential hazards that may adversely affect my participation. I am aware of no impairment that would interfere with my successful participation in this Trip/Program.

3. **Travel Arrangements:** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host family, transportation carrier, hotel, tour organizer, tour director or other provider of food, goods or services involved in the Trip/Program. I understand that the University is not responsible for matters that are beyond its control, and that it cannot warrant the safety or convenience of the circumstances under which I will be living. I hereby release the University from any injury, loss, damage, accident, delay, or expense arising out of such matters.
4. **Travel Expenses:** I understand that there may be additional costs associated with international off-campus travel, including, but not limited to, lodging, meals, and travel expenses. I agree to pay for these expenses, as well as any other costs not included in my participation fee (if applicable).
5. **Independent Activity:** I understand that the University strongly encourages that participants in the Trip/Program do not leave the group for independent activities. I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University-supervised activities.
6. **Standards of Conduct:**
  - a. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, policies, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could harm the University's relations with those countries, as well as, my own health and safety.
  - b. I recognize that I will assume an important personal obligation to conduct myself in a manner compatible with local laws and regulations. I agree to act responsibly and will be informed of, and will abide by all such laws, regulations, policies and standards for each country to or through which I travel during the Trip/Program. I will comply with Monmouth University's policies, standards and instructions for employee conduct. I agree that Monmouth University has the right to enforce all standards of conduct described above.
  - c. I will be solely responsible for any personal legal problems I encounter with any foreign nationals or government of the host country. The University is not responsible for providing any assistance under such circumstances.
7. **Trip/Program Changes:**
  - a. MU will utilize its best efforts to minimize changes to the trip. However, I understand that if such changes are beyond MU's control, MU cannot be held responsible for any disruptions in the Trip/Program, nor for any consequent expenses I may thereby incur. MU has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Trip/Program. I understand that the Trip/Program's fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. I understand that the University, its officers, employees, and agents shall not be responsible for any losses or expenses that I may sustain because of these changes.
  - b. If I leave or am terminated during the course of the Trip/Program for any reason, there will be no refund of fees already paid, except for those offered by a specific vendor (hotel, airline, etc.) to the extent such costs are reimbursable persistent to the vendors' policy. I accept all responsibility for additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or unforeseen causes. If, as a result of my own actions, I become detached from the Trip/Program group, fail to meet a departure bus, airplane, boat, train, or other transit, I will, at my own expense and risk, seek out, contact, and reach the Trip/Program group at its next available destination.

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- c. I understand that the University is not in any way responsible for my well-being with respect to any travel to destinations beyond those specifically required under the Trip/Program that I may choose to undertake before, during or after the Trip/Program.
- d. I acknowledge that I should consider purchasing trip insurance (if available) which I may elect to purchase at my own cost, to reimburse any losses which I may suffer due to unexpected cancellation or early termination of my participation in the Trip/Program.

8. **Health Insurance; Medical Care; Health and Safety Concerns:**

- a. I understand that I am responsible for obtaining any recommended immunizations before traveling to my destination. I understand that I should consult with a medical doctor regarding health precautions including immunizations prior to my departure and to determine if I have any health-related reasons or problems which preclude or restrict my participation in the Trip/Program.
- b. It is recommended that I carry valid and current medical insurance and will bring a valid insurance identification card on the Trip/Program. I understand that the University is not responsible for the cost or quality of any care I may receive during the course of the Trip/Program, or after the Trip/Program for injuries sustained during the Trip/Program. However, I understand that health insurance obtained in the United States is not always valid outside of the United States. I further understand that I should check with my health insurance carrier to determine whether it will provide coverage during my time in another country, as well as, whether it will provide for medical evaluation if necessary and whether payment will be made directly to the foreign hospital or doctor or whether I will be reimbursed for costs incurred for medical treatments I receive while in another country. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the program. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during the Trip/Program, the University is not responsible for the cost or quality of such treatment or care.
- c. I understand that if I am an individual with a physical, psychiatric/psychological, or learning disability or if I have any other special needs that require services and/or accommodations, that it my responsibility to explore what is available and make arrangements for necessary services. If I have any questions or concerns regarding services and/or accommodations, I understand that I may contact the ADA/504 Coordinator at (732) 571-7577. The ADA/504 Coordinator will direct me to the appropriate University individual who I may contact to discuss or answer any questions I may have.
- d. I recognize that physical, medical, mental health concerns or disabilities may become serious under stresses or travel abroad. I am aware that during this Trip/Program, the host country may not offer the same support services that I utilize on Monmouth University's home campus and that medical, physical, mental health and disability support services in the community abroad may be different than those at home.
- e. The University may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I authorize the University to obtain appropriate health care for me in the event that I need it but am unable to obtain it for myself. I further agree to hold harmless and indemnify Monmouth University for any and all actions taken by Monmouth University to provide necessary emergency medical care to me during the Trip/Program. I also understand and agree that if I experience serious health problems, suffer an injury, or am otherwise in a situation that raises significant health and safety concerns, that Monmouth University may contact my parents or any other person whose name I have provided as my "emergency contact". I understand that Monmouth University ordinarily will not initiate such contact without first having a discussion with me. I agree to pay all expenses relating to such medical care.

9. **Miscellaneous:**

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- a. I acknowledge that this contract will bind members of my family, my spouse, heirs, assigns, and personal representatives. This contract will be construed under the laws of the State of New Jersey. I agree that any lawsuits filed under or incident to this agreement or to the Trip/Program shall be brought in the County of Monmouth, State of New Jersey.
- b. I agree that, should any provision or aspect of this Release be found unenforceable, that all remaining provisions of the Release will remain in full force and effect.
- c. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release; I was advised to seek private legal advice regarding this form. By signing this agreement, I acknowledge that all questions, which I raised with regard to this form, were fully and adequately responded to by the University personnel, including but not limited to an explanation of the meaning and possible legal effect of signing this form.
- d. This Release represents my complete understanding with the University concerning its responsibility and liability for my participation in the Trip/Program. It supersedes any previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

**No representations, statements, or inducements, oral or written have been made in connection to my signing this agreement.** This agreement shall become effective upon receipt by Monmouth University and shall be governed by the laws of the County of Monmouth, State of New Jersey, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Trip/Program.

**I certify that I have carefully read and understand this Assumption of Risk and Release Form before signing it. I represent that I am voluntarily signing this Form and that I was advised to seek private legal counsel regarding this Form. By signing this Form, I acknowledge that I am aware of the health and safety risks associated with travelling abroad. I further understand that any information that I may disclose regarding my health and safety is confidential and will not be disclosed without my consent.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

Initial: \_\_\_\_\_

**Emergency Contact Information:**

Primary Contact Name: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_  
Evening Phone: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_  
Evening Phone: \_\_\_\_\_

Your Cell Phone Number (To be contacted while abroad): \_\_\_\_\_

Your Email Address (To be contacted while abroad): \_\_\_\_\_