

St. Bonaventure University Club/Organization Travel Waiver

This waiver and release agreement (“Release”) is made as of the purchase date. The parties to this Release are indicated by the name of the student participating (“Participant”) and St. Bonaventure University (University). The parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agree as follows.

1. **Program.** Participant has chosen to participate in the aforementioned trip_(hereafter “Program”) during the date indicated on the registration form.
2. **Voluntary.** Participant provides this Release voluntarily and will participate in the Program as a volunteer for no payment or other consideration or promise or expectation of payment or other consideration.
3. **Assumption of Risk.** Participant understands and agrees that travel (whether foreign or domestic and by air, water, rail, or other mode) presents risks to Participant and Participant’s property. These risks can involve, among other factors: unfamiliar or different terrain, road conditions, climate, food and drink, customs, laws, social and sexual mores, safety practices and regulations, communications, criminal and law enforcement activities, disability access, driving practices, disease risks, and health care. In particular, the Program may involve construction related activities, working in University or mission site offices, living in housing provided for participants and providing health care related services. Participant is responsible for researching and evaluating the risks Participant may face, including reviewing the State Department Consular Information Sheets and Public Announcements at <http://travel.state.gov>. Participant understands that many of these risks are unpredictable, are wholly outside of the control of University and may change and increase beyond what is known, anticipated or expected. Participant is responsible for Participant’s actions. Any activities that Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with Participant’s approval and understanding of any and all risks involved. If applicable, this includes increased risks associated with the consumption of alcoholic beverages and loss, injury, or death from traffic accidents, assault, and theft.
4. **Adherence to Standards.** Participant understands and agrees that Participant shall abide by: (i) all policies, rules, and regulations of University, (ii) all rules, regulations, and laws of the respective countries to be visited and (iii) all rules, directions, and precautions issued by University or its representatives, by any associated individuals, institutions, or organizations, or by the United States Government.
5. **Termination of Participation.** Participant shall not engage in inappropriate conduct including the use of physical or verbal violence, open abuse of the customs or mores of the community, and unauthorized absences from classes or other activities. Participant understands that, in its sole discretion, University or its representative may terminate Participant’s participation in the Program at any time, including before departure for the Program or during the Program. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Program; consumption of alcoholic beverages; use of nonprescription drugs; emergencies; or health or safety considerations. Such termination shall not diminish or otherwise alter Participant’s obligation to make any payment required for the Program, nor shall University be required to make any refund to Participant.
6. **Release of Claims.** Participant, Participant’s heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, will not hold liable and hereby release and discharge University, its officers, trustees, faculty, employees, agents, students, volunteers and representatives (hereafter “released parties”) from and waive any and all claims, which may arise from any cause whatsoever, including any negligent act or omission by the released parties. Participant further releases and discharges the released parties from responsibility for any accident, illness, injury including death, or any other consequences arising or resulting directly or indirectly from Participant’s participation in the Program. Participant recognizes and agrees that the released parties assume no responsibility for any liability, damage, or injury that may be caused by Participant’s negligence or willful acts committed prior to, during, or after participation in the Program, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person. I recognize that this Release means I am giving up, among other things, rights to sue the released parties for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators and assigns, as well as me.
7. **Participant’s Condition.** I certify that I have no physical, mental, psychological or medical condition that would prohibit me from participating or materially increase the risk to me or others of my participating in the Program

and that I have adequate insurance to cover any medical expenses for any injuries that may arise out of the Program.

8. **Indemnification, Defense and Hold Harmless.** Participant hereby agrees to indemnify, defend and hold harmless the released parties from any such claim or loss or liability whatsoever including reasonable attorneys' fees, caused by any act or omission of Participant resulting from direct or indirect participation in the Program.
 9. **Financial Responsibility.** University assumes no responsibility for or obligation to provide financial assistance or other assistance, including, without limitation, medical, health, disability or life insurance, emergency evacuation or medical care or expenses in the event of injury, illness or threat including terrorism.
 10. **Insurance.** Participant agrees that Participant is responsible for all Participant's own loss, liability and expenses, including any medical expenses, including medical evacuation, incurred in connection with the Program. Participant agrees, as a condition of participating in the Program, to maintain adequate health and accident insurance to cover any medical expenses incurred during or as a result of their participation in the Program. If traveling abroad, University advises Participant to consult with their health insurer to confirm that their health insurance coverage will apply while outside of the United States, and will cover emergency expenses such as medical evacuation. Participant understands that University does not carry or maintain health, medical or disability insurance coverage for participants of the Program. Participant understands and acknowledges that the University does not carry property insurance that applies to theft or loss of Participant's personal property. If traveling abroad, University advises Participant to consult with their insurer to confirm their property will be covered while outside of the United States. Participant understands that University does maintain auto insurance coverage for vehicles rented by University for service trips in the United States, US territories and possessions, and Canada. Participant understands and acknowledges that University's auto insurance coverage does not extend to countries outside of the United States, US territories and possessions, and Canada. Participant understands that University will not be responsible for any physical damage to or theft or loss of property owned by Participant.
 11. **Activities Outside Program.** Should Participant choose to remain overseas at the Program location or elsewhere after participation in the Program, University will cease to act as a sponsor for Participant. Should Participant drop out of the Program voluntarily or involuntarily, University will cease to act as sponsor for Participant thereafter. In either of the foregoing events, this Release shall remain in full force and effect.
 12. **First Aid; Other Medical Services; Transportation.** I hereby authorize released parties, at their discretion, to administer to or seek for me first aid and other emergency medical services (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR) and defibrillation) and transportation for further medical care, but I acknowledge that released parties may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation.
 13. **Program Modification and Cancellation.** University reserves the right to cancel or modify the Program before or during its operation due to circumstances including emergencies, low enrollment, unavailability of one or more facilities or personnel, or other reasons.
 14. **Severability.** It is understood and agreed that, if any provision of this Release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Release which can be given effect without the invalid provisions or applications. To this end, the provisions of this Release are declared severable.
 15. **Governing Law.** This Release shall be construed in accordance with, and governed by, the laws of the State of New York, without regard to choice or conflicts of law provisions.
 16. **Construction and Scope of Agreement.** The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Release supersedes any earlier written or oral understandings or agreements between the parties.
- Participant acknowledges that Participant has read this Release and that Participant understands its meaning and effect and agrees to be legally bound by its terms.

Date: _____ Participant Signature: _____