Faculty & Student Statement of Responsibility, Waiver, Release and Indemnification Agreement for non-sanctioned international travel.

I, ________________________________________, am a (please check one):

(please check one)

_______ Rowan University student
_______ Rowan University staff or faculty member

and have agreed to participate in international travel (“the Program”) that is not sponsored by Rowan University in __________________________________________________ (location) from _______________ through _______________. I understand that I am not required to participate in the Program. My participation is wholly voluntary. In consideration of the University’s agreement to permit me to participate in the Program, I agree to the following conditions of my participation.

- I understand that this is not a Rowan sponsored program.

- I understand that I need to obtain health insurance the entire program and throughout my absence from the United States. I must obtain comprehensive health and accident insurance which provides coverage for illnesses or injuries I may sustain or experience while abroad; and specifically in the countries where I will be living and traveling. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me while I am outside of the United States; and, I hereby release and discharge the University from all responsibility and liability for any injuries (including death) illnesses, medical bills, claims, damages, bills, charges or similar expenses I incur while I am abroad.

- I further represent and warrant that I have no condition, physical or mental, which requires special medical attention or accommodation during my participation in the Program. (If you have such a condition, please list it here: ________________________________________ _________________________________________________________________________.)

- I agree that prior to my departure I will become familiar with the health and safety issues of traveling abroad in general and in particular of traveling in the countries where I will travel and study. To this end, I have or will review the information on the website of the Overseas Security Advisory Council (a part of the U.S. Department of State), which compiles and disseminates information about safety in foreign countries, at http://www.osac.gov and http://www.state.gov/travel/; and the websites of other higher education associations, which have developed sets of “good practices” designed to provide practical guidance on health and safety issues associated with overseas studies, such as http://www.studentsabroad.com. Further, I understand and hereby acknowledge that I have reviewed the U.S. Consular Information Sheets (http://travel.state.gov/travel/cis_pa_tw/cis/cis_1765.html), as well as the Centers for Disease
Control information (http://www.cdc.gov/), on the areas where I will travel; that I am aware of and understand the risks and dangers of such travel, including but not limited to the dangers to my own health and personal safety posed by the use of public transportation, civil unrest, political instability, terrorism, crime, violence, and disease. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in, or around the country or countries in which travel occurs.

- I understand that Rowan University shall not be liable for any loss whatsoever to me by reason of any such cancellation or change in travel or otherwise. The University is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the University makes a flight arrangement. Any additional expense resulting from the above will be paid by me.

- I understand and agree that the University assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accidents, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond the University’s control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules, or other uncontrollable factors, I am required to spend additional nights, the University will not be responsible for my hotel, transfers, meal costs, or other expenses. My baggage and personal property are transported at my risk entirely.

- I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program and/or any travel incident thereto.

- I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability, loss, damage, or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Program or any travel incident thereto.

- I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of New Jersey, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.
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