

LONG ISLAND UNIVERSITY  
FOREIGN TRAVEL WAIVER AND RELEASE FROM LIABILITY FORM  
STUDENT/NON-STUDENT PARTICIPANTS

(THIS FORM MUST BE SIGNED BY THE **PARTICIPANT**, AND ALSO BY A PARENT/ GUARDIAN IF THE PARTICIPANT IS UNDER AGE 21, AND MUST BE NOTARIZED)

Name of Participant: \_\_\_\_\_ SS#: \_\_\_\_\_  
Program(Activity/Travel Course): \_\_\_\_\_ Program Date(s): \_\_\_\_\_  
Foreign Country(ies) of Travel: \_\_\_\_\_

I, \_\_\_\_\_, a Participant in the above-referenced Program, acknowledge that travel to foreign countries may involve many risks not known to me or to Long Island University, its Trustees, Officers, faculty, employees, representatives, agents, or anyone accompanying this Program, or their heirs or estates (collectively referred to hereinafter as "The University"), which may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the travel Program in which I may participate, and which may not normally be associated with travel in the U.S., including, but not limited to, terrorism, diseases, search and/or seizure of property by customs or other governmental authorities, personal liability, risk of personal injury to me including disability or death, damage to property belonging to me and others, differing customs and legal requirements. I knowingly and voluntarily agree to assume any and all risks associated with such travel. In exchange for being permitted to participate in the foreign travel program, I agree to the following:

I, voluntarily and without reservation, and realizing the full legal significance of my action, hereby waive, renounce and release, on behalf of myself, my heirs and my estate, all claims of whatever nature against "The University" including, but not limited to, claims of any injury, loss, damage, accident, delay, irregularity or expense caused by strikes, war, weather, sickness, quarantine, government restrictions, or arising from any act or omission of any steamship, airline, railroad, bus company, hotel, restaurant, school or university, firm, agency or individual, or for any other cause whatsoever arising out of, resulting from or in connection with the above-referenced travel Program. Further, I accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer, and agree to release "The University" from any liability arising from any such risks.

I assume all risks associated with my participation in the travel Program including, without limitation, the risk of any negligence or recklessness or failure to act, by other participants or others, and the risk of injury caused by the condition of any property, facilities or equipment used during the travel Program, and I agree to waive, renounce, and release, on behalf of myself, my heirs and my estate, any claim against "the University" alleged to be caused by such negligent or reckless actions, or failure to act, or the condition of any property, facilities or equipment used during the travel Program.

It is expressly understood and agreed that "The University" is not providing chaperones or supervision with respect to this Program and that I am responsible for my individual conduct, health and safety at all times. I agree to defend, indemnify and hold harmless "The University" for any and all losses, expenses, claims, judgments and liabilities (including attorneys' fees) of any nature arising out of, or in consequence of, my acts, words, conduct, etc. in connection with the Program including, but not limited to, damage to property, any injuries or death sustained by any persons(s). I further understand that nothing stated herein shall relieve me from upholding and supporting the standards covering students as set forth by Long Island University.

I am in good health, have no physical conditions that affect my ability to travel and/or participate in any of the activities involved in this Program, and have not been advised otherwise by a medical practitioner. In this regard, I have completed an Insurance Confirmation and Medical Information Form. In addition, I certify that I have health insurance which affords coverage for foreign travel, including medical evacuation and repatriation expenses, and agree that "The University" is in no way responsible for any such costs or medical care.

I also grant to "The University" full authority to take whatever action it deems is warranted under the circumstances regarding my health or safety in connection with my participation in this Program, including the providing of any emergency first aid, medication, medical treatment or surgery deemed necessary by medical personnel. This authority will permit "The University", at its discretion, to place me, at my own expense, in a local hospital for medical services and treatment, or, if no hospital is available, to place me in the hands of a local medical doctor for treatment. "The University" is further authorized to fly me back home, at my own (or my parents) expense, for medical treatment if, in consultation with local medical authorities, this is deemed to be necessary. I also authorize medical personnel to execute any documents relating to medical attention and to act on my behalf, if I am unable to do so.

I agree that at all times I will follow the directions of "The University" personnel accompanying this Program in all matters in connection with the Program. "The University" reserves the right to suspend or terminate my participation in this Program for failure to maintain the standards of Long Island University or if it be deemed that my acts, words or conduct are detrimental to, or incompatible with, the interests, purpose or welfare of the Program or of "The University". This suspension or termination will in no way entitle me to a refund for any unused portion of the cost of the Program.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Print Name of Participant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Seal)

**PARENT/GUARDIAN SIGNATURE FOR MINORS (UNDER 21 YEARS OLD)**

As the parent/guardian of the above-named Participant, I agree to the terms and conditions contained in this Waiver & Release Form, and I assume responsibility for the actions or inactions of the Participant.

\_\_\_\_\_  
(Signature of Parent/Guardian)

\_\_\_\_\_  
(Print Name of Parent/Guardian)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Seal)