



## **Regent University International Travel Program ASSUMPTION OF RISK AND RELEASE AND INDEMNIFICATION AGREEMENT**

Regent University organizes travel programs and excursions available to students and approved guests. I understand that Regent University does not and cannot ensure that students'/guests' participation in the travel program is free from risk. In addition to supervised activities, travel programs often include substantial unsupervised time during which students/guests are "on their own." Students/guests may be exposed to risks during both supervised and unsupervised time. I wish to participate in the Regent University Travel Program described below, and I understand the nature of the Program and the potential risks involved, including risks of personal injury, death and/or property damage or loss. I assume sole and full responsibility for my safety during participation in the Program.

PROGRAM DESCRIPTION: Students/guests who are enrolled in/members of the Romantic England and Scotland Study Abroad program will participate in a field trip to England & Scotland (the "Trip"). Dr. Pete Fraser will serve as instructor/chaperone/driver on the trip.

PROGRAM DATES: May 31-June 10, 2018

In consideration of participation in the Regent University Travel Program, I agree as follows:

1. I will comply with all directions of Regent University officials and staff or student organization leaders before, during or after participation in the Program.
2. Regent University cannot be held responsible for the personal actions of any student/guest, including myself, which may result in financial plight, involvement with local police authorities, failure to observe travel schedules resulting in missed connections with prepaid transportation, loss of personal effects, or for any illness and/or accident to any Program participant.
3. Whether a student or a guest on this trip, I understand that I am responsible to uphold the Standard of Personal Conduct, which is found in the Student Handbook and governs the behavior of Regent students and trip guests both on and off campus. Additionally, Regent University has the authority to establish rules necessary for the operation of the Trip, and should Regent University decide that an individual must be separated from the Trip because of violation of such rules, for disruptive behavior, or for conduct which could bring the Trip and/or school into disrepute or danger, that decision will be final and without appeal. All loss and expense incurred in the event of the termination of my participation in the Trip including the cost of travel and loss of academic work, must be borne by me. Furthermore, Regent University will not provide remedy for loss of academic work. I will bear full responsibility and academic consequence for the Trip termination.
4. In accordance with the University's policies that prohibit the possession and use of alcohol, illegal drugs and tobacco in on-campus housing, I understand that my place of residence during this program will also be subject to these restrictions. Possession and/or use of alcohol, illegal drugs or tobacco in the residence that is provided to me for this experience will result in disciplinary action from the university.
5. Regent University and its employees and student organization leaders act only in the capacity of Program planner for the participants in all matters pertaining to hotel accommodations, tours, and transportation whether by air, railroad, motor coach, motor car, steamship, boat or any other means, and I hold them free of responsibility for any loss, injury or damage to person, property or otherwise in connection with any accommodations, transportation, or other services resulting, directly or indirectly, from accidents, acts of government or other authorities, *de jure* or *de facto* wars, whether declared or not, hostilities, civil disturbances,

strikes, riots, thefts, pilferage, epidemics, quarantines, medical or customs regulations, delays or cancellations or changes in itinerary or schedules, or from any causes beyond the control of Regent University and its employees or for any loss or damage resulting from improper or insufficient passports or other documents; and Regent University and its employees shall not become liable or responsible for any additional expense or liabilities sustained or incurred by me as a result of any of the foregoing causes.

6. I understand that although Regent University is facilitating the purchase of short-term medical insurance coverage for this trip, I am solely responsible for payment in full of all premiums and all costs of medical care I may receive during this trip, or as a result of injury or illness caused during this trip.
7. Should I sustain any personal injury of any kind or any property damage as a result of participation in the Program, I hereby release, and shall indemnify, defend and hold harmless Regent University and its governing board, faculty members, agents, employees and student organization leaders from any and all liability, claims, actions, injury or harm to me, or from damage to my property. I understand that this Agreement covers liability, claim and actions caused entirely or in part by any act or failure to act by Regent University (or its board, faculty, employees or agents), including, but not limited to negligence, mistake or failure to supervise by Regent University. This Agreement covers all aspects of participation in the Program.
8. This Release and Waiver shall be construed under the laws of the commonwealth of Virginia, and I agree to submit any claims hereunder or otherwise arising out of the Program to binding arbitration in Virginia Beach, Virginia, under the rules of the American Arbitration Association. Each party shall bear its own expenses in such arbitration.
9. While U.S. law governs access and accommodations for students with disabilities on college campuses, the nature of study abroad includes travel itineraries which may demand activities for which accommodations cannot be made and/or housing/classrooms/facilities which are not handicap accessible. Therefore, Regent University cannot guarantee that all study abroad experiences provide equal access to students/guests with disabilities. Students/guests who have special needs must confer with the trip supervisor prior to paying any required trip deposit to determine if those needs can be met while abroad.
10. Trip Cancellation  
Regent University may cancel any study abroad/tour for events beyond its control, including but not limited to instability in a destination country, acts of God, war (whether declared or undeclared), terrorist activities, incidents of violence, public health issues or quarantine, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions that make it impossible or commercially unreasonable in the opinion of Regent University to conduct the tour. Cancellation by Regent University for causes described in this section shall not be a violation of its obligations to any traveler.

Regent will incur certain unavoidable expenses in anticipation of the study abroad/tour. Therefore, if Regent University cancels the tour for any such reason, travelers will NOT receive a refund for monies paid. It is strongly advised that personal trip cancellation/interruption insurance be purchased at the traveler's own expense.

I have read this entire Agreement. I fully understand it, and I agree to be legally bound by it. No oral representations, statements or inducements have been made with regard to this Agreement or the Program.