

**DES MOINES UNIVERSITY
INTERNATIONAL STUDIES PROGRAM
(Sponsored Program)**

***International Travel Waiver, Release, Indemnification, and Consent to Medical Attention
Agreement***

I, _____, am a student at Des Moines University (the “University”). I have agreed, by signature below, to participate in an international program sponsored by the University, in collaboration with international host organizations, in _____ from _____ to _____ (the “Program”), under the terms and conditions of this International Travel Waiver, Release, Indemnification, and Consent to Medical Attention Agreement (the “Agreement”). I understand and hereby acknowledge that my participation in the Program is wholly voluntary. In consideration of being allowed to participate in the Program, I, and if I am not yet 21 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

1. **Identification of Risks.** I understand that the Program takes place in one or more foreign countries. I also understand that there are certain dangers, hazards, and risks inherent in international travel and in the activities included in the Program, including, but not limited to, dangers, hazards, and risks created by the following: (a) weather; (b) strikes; (c) acts of God; (d) war; (e) quarantine; (f) disease; (g) civil unrest; or (h) terrorism. I understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I understand that the risk of injury may include the possibility of permanent disability and death. In addition, I understand that medical treatments, such as vaccines, are required before traveling to some destinations, and it is my responsibility to consult a physician and the Center for Disease Control regarding immunizations or other precautions to protect against travel related illness. I also understand that medical facilities, treatment, and/or professionals may be inadequate or unavailable during portions of the Program. I understand that the University recommends I review any United States Consular information on travel to, in, and around the countries included in the Program. I understand that most, if not all, of the premises, facilities, and equipment used in conducting the activities of the Program are not owned, maintained, or controlled by the University, but rather by the premises owners (the “Premises Owners”). There may be other risks not known to the University and not reasonably foreseeable at this time. I understand that this Agreement is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of the University or its trustees, officers, employees, agents, volunteers (including chaperones), successors, or assigns (collectively, the University’s “Representatives”), including, but not limited to, risks created by the following: (a) the use and condition of various modes of transportation, premises, facilities, and equipment; (b) the lack or inadequacy of policies, rules, or regulations of the Program; (c) the failure of the University or its Representatives to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons; (d) the inadequacy or

unavailability of medical facilities, treatment, and/or professionals; or (e) the lack or inadequacy of supervision by the University or its Representatives.

2. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.
3. Release and Waiver. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge the University and its 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.
4. Indemnification. 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 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.
5. Consent to Medical Treatment. I authorize the University and its Representatives, and the Premises Owners, if present, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Program. My consent to medical treatment does not impose any affirmative duty upon the University or its Representatives, or upon the Premises Owners, to provide assistance, transportation, or services to me in the event of my injury or damage.
6. Health and Accident Insurance. I hereby represent and warrant that I shall be covered throughout the Program and throughout my absence from the United States by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I sustain or experience while abroad; and, more specifically, in the countries where I will be living and/or 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. In addition, I agree to provide the University with written proof of such insurance. Moreover, I agree to report to the University any physical or mental condition I have which may require special medical attention or accommodation during the Program at least ninety (90) days prior to departure.
7. Professional Liability Insurance. I affirm that I clearly understand that the University professional liability insurance coverage does not extend to litigation in a jurisdiction outside the United States. I release the University from any and all liability which could

be associated from my participation in this clinical educational activity and is not covered by the professional liability coverage maintained by the University.

8. Travel Guidelines. I understand and acknowledge that the University and its Representatives assume 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, 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, food, 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 shall not be responsible for my hotel, transfers, meal costs, or other expenses. My baggage and personal property are transported at my risk entirely.

The University reserves the right to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the University, I understand that I may be required, in the sole discretion of the University or its Representatives, to leave the Program and may be subject to further disciplinary or other action. In such an event, no refund shall be made for any unused portion of the Program. The right is reserved by the University, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the University's sole discretion to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States if the University determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued.

9. Right to Amend Program. I understand that the University reserves the right to make changes to the Program itinerary at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. 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 the flight arrangement. Any additional expense resulting from the above shall be paid by me. The University reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the University.
10. Applicable Law and Severability. I agree that this Agreement is to be construed under the laws of the State of Iowa, U.S.A.; and that if any portion of the Agreement is held invalid, the balance of the Agreement 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.

I hereby acknowledge that I have read, understand and shall abide by each of the terms and conditions of this Agreement. I understand that I am giving up substantial rights by signing it. I am signing this Agreement voluntarily.

Dated: _____

Name (printed): _____

Signature: _____

If the person participating in the Program is not yet 21 years old, both parents or the legal guardian(s) must sign:

In exchange for my/our child or ward being allowed to participate in the Program and as the parent(s) or legal guardian(s) of the above-named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Agreement.

Printed Name (Parent or Legal Guardian)

Signature and Date

Printed Name (Parent or Legal Guardian)

Signature and Date