

**INTERNATIONAL TRAVEL WAIVER,
RELEASE, AND INDEMNIFICATION AGREEMENT
(Non-Sponsored)**

I, _____, am a student at Des Moines University (the “University”) and have, by signature below, agreed to participate in an international academic program in _____ from _____ through _____ (the “Program”) which is offered by _____ (the “Sponsor”), under the terms and conditions of this International Travel Waiver, Release, and Indemnification Agreement (the “Agreement”). I acknowledge that this Program is not sponsored or administered by the University, even though I may be granted academic credit for my participation in the Program, and that the University makes no representations regarding, and has no responsibilities with regard to, the Program. I also acknowledge that I am not required to participate in the Program. My participation is wholly voluntary. In consideration of the University’s agreement to consent to my participation 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, if any, created by actions, inactions, or negligence on the part of the University or the University’s trustees, officers, employees, agents, volunteers, 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 the University’s 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 the University's 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. 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 Sponsor and the University with written proof of such insurance if it is requested by either party. Moreover, I agree to report to the Sponsor 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.
6. Professional Liability Insurance. I affirm that I clearly understand that the University professional liability insurance coverage does not extend to the Program or 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 the Program.
7. 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