



MOUNT ST. JOSEPH  
UNIVERSITY

**UNIVERSITY INTERNATIONAL TRAVEL WAIVER AND RELEASE**

This form must be completed by all students prior to participating in any Mount St. Joseph University (“University”)-sponsored activity that takes place outside of the contiguous states of the United States of America. Any questions about whether or not this form is required shall be directed to the Associate Provost for Academic Support at 513-244-4631.

Name: \_\_\_\_\_

Description of Travel (“Activity”): \_\_\_\_\_

Destination(s): \_\_\_\_\_

Travel Date(s): \_\_\_\_\_

I, the undersigned, agree to the following:

- **Assumption of Risk:** I understand the physical, health, and wellness risks to my person associated with the Activity and assume all such risks. I understand that while there may be a University representative or employee (the “Representative”) present at or participating in the Activity and/or traveling with me during the Activity, the University is under no obligation to have a Representative present at all times during the Activity and/or traveling with me at all times during the Activity. Any such Representative present for any portion of the Activity may discontinue participation at any time.
- **Travel Insurance:** I understand the importance of securing and maintaining travel insurance, including health insurance; insurance for personal property; and other insurances, especially when traveling outside of Greater Cincinnati or to a foreign country. I also acknowledge that any domestic health care plan that I may have in place may not provide coverage for me in the event that I need medical care while participating in the Activity. The University does not offer travel insurance for the Activity, and I understand that I am not required to obtain travel insurance to participate in the Activity. However, I also understand that I have the option to obtain my own travel insurance coverage for the Activity and that I am solely responsible for the cost of any travel health insurance coverage I obtain for the Activity. The University may provide me with information regarding available travel insurance from an unaffiliated third party company, but I understand and acknowledge that the University makes no representations or warranties regarding any products or services provided by any third party travel insurance company. I understand that I may obtain third party provided travel insurance information by contacting the Associate Provost for Academic Support at 513-244-4631.
- **Indemnification:** I shall indemnify the University and hold harmless its officers, directors, agents and employees from all liability, losses, costs, claims, damages, and expenses, including attorney’s fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by me as a result of participating in this academic, athletic, or University-supported Activity, however caused, including, without limitation claimed negligence on the part of University employees, other participants, or third-parties. In addition, I shall indemnify the University, its officers, directors, agents and employees from all liability, losses, costs, claims, damages, and expenses, including attorney’s fees, relating to claims or injury arising from my own negligence or intentional acts during my participation in this Activity (including travel to and from the Activity sites) and I hereby **RELEASE** and forever **DISCHARGE** the University and its officers, directors, agents and employees from all such liability, loss, costs, claims, damages, or expenses.

- **Waiver of Losses:** I understand that the employee(s) and/or representative(s) of the University involved in the Activity are acting in their respective capacities as agents of the University, not individually, and hereby waive any and all claims I may have or purport to have against the University or against employee(s) and/or representative(s) individually for losses occasioned by any changes in travel plans, or for the failure of any of the companies providing transportation, lodging, meals, tour services, or other goods or services, as applies to the nature of this Activity, to provide such services on a timely basis or for the failure to provide them at all.
- **Right to Alter or Cancel Activity:** The University has the right to make cancellations, changes, or substitutions in the Activity, including but not limited to, changes to the agenda, program, assigned employee(s) and/or representative(s), travel arrangements, or arrangements for other services, in the event of causes beyond its reasonable control, significantly changed conditions, or changes in the interests of the University as determined solely by the University.
- **Personal Property:** I am solely responsible for obtaining and keeping safe my personal possessions, documents, money, travel tickets (as needed), and other property at all times during the Activity, and I hereby **WAIVE** and **RELEASE** the University, and any employee(s) or representative(s) from any and all claims for expenses or losses of any nature and amount due to my failure to do so.
- **Medical Emergency and Payment:** In the event of illness or injury requiring medical care, I hereby authorize the University and its employee(s) and/or representative(s) to contact emergency services, if needed, or transport me to an appropriate medical facility, if requested. I authorize notification of my emergency contact of record with the University. I hereby assume both physical risk associated with and responsibility for the cost of any medical treatment. It is my responsibility to obtain and keep in force adequate health insurance while traveling.
- **University Policies:** I understand that during the Activity I must obey any and all University rules and policies, and that my failure to do so during the Activity may result in disciplinary proceedings against me that could result in sanctions including, but not limited to, dismissal from the University. I am aware that a violation of any University rules or policy during the Activity may result in being removed from the Activity, and that I will be responsible for all Activity costs and any additional costs resulting from my conduct, removal, and/or dismissal.
- **Governing Law:** I understand that this University Domestic Travel Waiver and Release has been entered into in the State of Ohio, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of Ohio. The Ohio courts (state and federal) shall have sole jurisdiction over any controversies regarding this agreement, and any action or other proceeding which involves such a controversy shall be brought in those courts, and not elsewhere. If any part of this agreement shall be judged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this agreement, which shall continue in full force and effect, or the application of this agreement to the remaining parties.
- **Competency:** I hereby certify that I am at least 18 years of age and competent to contract in my own name. I have read this University Domestic Travel Waiver and Release before signing below and warrant that I fully understand and agree to its contents.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Emergency Contact Name and Phone Number (not required):

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**EXECUTION FOR MINORS:**

If this University International Travel Waiver and Release is being executed on a behalf of an individual who is not 18 years of age, it must be executed by the individual's legal parent or guardian as set forth below.

**I affirm that I am the parent or legal guardian of the individual identified above and have legal right to consent to this agreement on said individual's behalf.**

\_\_\_\_\_  
*Signature of Parent/Legal Guardian*

\_\_\_\_\_  
*Name of Parent/Legal Guardian*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State and Zip*