

# Liability Release and Assumption of Risk for Long Distance/International Travel

---

## LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

---

This Release is executed by \_\_\_\_\_ whose address is  
Full Legal Name of Participant

\_\_\_\_\_, in release of  
Full Address

the University of Maryland, Baltimore County (together with other specified parties, collectively referred to in Article 1 within this Agreement as UMBC).

### **1.0 Assumption of Risk and Release from Liability\Expression of Desire to Participate**

I desire to participate in the \_\_\_\_\_ activity/trip (“Activity”), to be held during the period \_\_\_\_\_, and I fully  
[beginning and end dates of Activity]

understand and appreciate the dangers, hazards, and risks inherent in long distance/international travel and/or other endeavors related to the Activity. Knowing the dangers, hazards, and risks of such activities, and in consideration of desiring to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), **I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in the Activity and the transportation; and in advance I hereby release, waive, forever discharge, and covenant not to sue UMBC or its officers, agents, faculty, and employees** (*all of whom are herein collectively called UMBC*), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, while participating in the Activity. It is my express intent that this assumption of risk, release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue UMBC.

### **2.0 Non-availability of Medical Assistance**

I understand and agree that UMBC assumes no responsibility for providing any medical assistance or for any injury or damage which might arise out of or in connection with any medical emergency.

**3.0 Disclaimer of UMBC Responsibility.**

3.1 I understand that UMBC in no way represents, or acts as agent for any third party, any transportation carriers, hotels, and other suppliers of services connected with this Activity. I further understand and agree that UMBC is:

3.1.1 **Not responsible** or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or other means of transportation or the negligence or default of any company or person engaged in providing or performing any of the services involved in this Activity;

3.1.2 **Not responsible** for losses or expenses due to sickness, weather, labor strikes, terrorist acts, hostilities, wars, natural disasters, or other such causes;

**4.0 Consent and Capacity to Execute Agreement**

In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement.

IN WITNESS WHERE OF, I have executed this release this \_\_\_\_\_ of  
day

\_\_\_\_\_, 20\_\_\_\_.  
month year

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING. PARTICIPATION IN THIS ACTIVITY IS CONTINGENT UPON AGREEMENT WITH AND SIGNATURE OF THIS RELEASE.**

ACTIVITY PARTICIPANT:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**UMBC EMERGENCY and MEDICAL INFORMATION  
TRAVEL STUDY PROGRAM  
ANCIENT STUDIES DEPARTMENT**

**Student:** \_\_\_\_\_

**Semester:** \_\_\_\_\_

**Course:** \_\_\_\_\_

**Instructor:** Profs. Melissa Kutner and Timothy Phin

*The University of Maryland, Baltimore County (UMBC) and the students above (or, if student is under age eighteen, his/her legal guardian) agree to the following terms and conditions governing the student's participation in the travel program above.*

- A. I state that I am in good physical and psychological health, and am free from any physical or mental ailment or disability requiring medical, surgical or other care or treatment which might endanger my health or safety or those with whom I may come in contact.
- B. If I require medication, I certify that I have the necessary quantity of all medication needed for the duration of the trip and I assume all responsibility for taking said medication as prescribed by my physician.
- C. I understand that I am **required** to be covered by an overall medical insurance plan such as Blue Cross/Blue Shield or its equivalent. My overall medical insurance coverage is:

\_\_\_\_\_  
Name of Hospitalization Plan

\_\_\_\_\_  
Insurance Card Number

\_\_\_\_\_  
Expiration Date

- D. In case of an emergency during the travel program, contact the following adult(s):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship to traveler

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

- E. If a medical emergency arises and the student is unconscious or otherwise unable to communicate and the travel sponsor is unable after reasonable efforts to contact the adult named above in D, the student, parent or guardian authorizes the travel sponsor to take any action deemed necessary regarding medical treatment.

**I have read all of the information above and agree to the terms and statements as outlined.**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates indicated below:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Guardian (*If student is under age 18*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

# UMBC TRAVEL STUDY PROGRAM AGREEMENT

Student: \_\_\_\_\_

Semester: \_\_\_\_\_

Destination: \_\_\_\_\_

Profs. Melissa Kutner  
Instructor: and Timothy Phin \_\_\_\_\_

*The University of Maryland Baltimore County (UMBC) and the student above (or, if student is under age eighteen, his/her legal guardian) agree to the following terms and conditions governing the student's participation in the travel program above.*

I. Fees:

A. The student agrees to pay to UMBC all monies, including tuition and travel fees, by the deadlines established. Failure to pay these fees by the deadline dates will result in the student being withdrawn from the travel program. Refunds, if appropriate, will follow the cancellation policy noted below.

B. Program literature will specify what is covered (airfare, hotel, admission fees, etc.) through the travel portion of the trip. The student is responsible for all other costs associated with travel study activities. The student understands and agrees that the official policies published in the UMBC Undergraduate Catalog and Schedule of Classes governing (a) refund of fees for a change in registration and (b) refund for withdrawal do not apply to the travel program.

II. Cancellation:

A. If UMBC deems it necessary for any reason to cancel the travel course, tuition and fees for the course will be refunded in full. Refunds for travel agency fees are based on published deadlines.

B. In the unlikely event that the travel agency is unable to provide the contracted services, every attempt will be made to make appropriate alternative arrangements.

C. If the student submits a written letter of withdrawal to the travel sponsor **prior to the beginning of the summer or winter session**, UMBC agrees to refund tuition and fees (auxiliary and winter/summer session fees) for the course. Fees for the travel portion of the course are non-refundable after the date stated in the travel literature. Any other personal costs incurred (i.e., passport, travel expenses, luggage, textbooks) will not be refunded.

D. Students are **strongly encouraged to purchase trip cancellation insurance** which covers travel expenses incurred prior to and during the trip. If a student decides to terminate the trip during the travel program, the student is responsible for any additional costs incurred to return home.

E. If the student must withdraw from the travel program after the published deadline date, UMBC will consider, on a case-by-case basis and only under extraordinary circumstances, a request for a partial or a full fee refund.

III. Conduct:

A. The student agrees to abide by all applicable laws and ordinances of the country or countries visited during the travel program.

B. The student agrees to comply with all rules, regulation and standards of conduct established by the travel coordinator. In the event of violation, the travel coordinator reserves the right to limit or terminate the student's participation in the program. In the event of such limitation or

termination, no refund shall be made; and return to student's home shall be at the student's own expense.

C. UMBC, through the travel sponsor, has the right to suspend, expel or otherwise discipline a student at any time if the student does not abide by the rules and regulations of the travel program or the laws of the country being visited.

IV. Emergency and Medical Information.

A. The student agrees to provide an Emergency and Medical Information form stating that the student is in good health, and is free from any physical or mental ailment or disability requiring medical, surgical or other care or treatment which might endanger the health or safety of the student or those with whom the student may come in contact. Students requiring medication must indicate so on the Emergency and Medical Information form.

V. Indemnification.

A. The student and, if the student is under the age of eighteen, the legal guardian, in consideration of the student's being permitted to participate in the travel program, agrees to release and forever discharge UMBC, its officers, agents and employees from any claim, demand, action or right of action of whatever kind of nature, arising from or by reason of any bodily injury or property damage which may occur as a result of the student's participation in the travel program.

B. The student or where appropriate, the legal guardian, acknowledges that he/she understands the risks involved in participating in the travel program and that he/she has read and understands all trip related promotional material and pre-trip information, and represents that he/she is physically and psychologically fit for this experience.

**I have read all of the information above and agree to the terms and statements as outlined.**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates indicated below.

_____	_____
Student	Date
_____	_____
Witness	Date
_____	_____
Legal Guardian ( <i>If student is under age 18</i> )	Date
_____	_____
Program Director	Date