SALT LAKE COMMUNITY COLLEGE INTERNATIONAL TRAVEL

Statement of Responsibility, Assumption of Risk, and Terms and Conditions

The Participant understands and acknowledges that there are certain dangers and risks of injury to person and/or property that are inherent in international travel and the activities included in travel abroad, including but not limited to travel hazards, terrain, weather, eating and sleeping arrangements, serious or even mortal injuries, property damage and other circumstances.

- The Participant agrees to: (a) consult with a medical doctor with regard to his/her personal medical needs and confirms that there are no health-related reasons or problems which preclude or restrict participation in this travel, (b) arrange for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while engaged in this travel, (c) assume all risk and responsibility therefore, (d) consult and arrange with a medical doctor to receive the appropriate inoculations/shots for the travel, (e) pay for any and all medical and hospitalization expenses while in the foreign country or in the United States during this travel, and (f) release SLCC from any legal responsibility for payment of the Participant's medical or medication needs.
- 2. Each person participating in the program in any capacity (e.g., faculty, staff, or student) must be covered by insurance for medical and hospital costs arising from any accident or illness occurring while on or as a result of participation in the program. Your insurance for medical and hospital cost may not provide coverage in a foreign country. It may be necessary for you to purchase an additional insurance policy or insurance rider, which covers cost for medical and hospital costs.
- 3. The Participant acknowledges and agrees: (a) to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, sickness, weather, strikes, or other unforeseen causes, (b) to accept all responsibility whatsoever for any loss, damage, destruction, theft or the like to their luggage or personal belongings, and (c) that he/she has retained adequate insurance or has sufficient funds to replace such belongings and will hold SLCC harmless there from.
- 4. The Participant acknowledges and understands that if they will be staying in a foreign country any length of time, it is their responsibility to inform the U.S. Embassy of his/her location.
- 5. All services and accommodations are subject to the laws of the country in which they are provided.
- 6. The Participant acknowledges and understands that should he/she have or develop legal problems with any foreign nationals or government of the host country, he/she will attend to the matter personally with his/herown personal funds and will hold SLCC harmless there from and that SLCC is not responsible to provide any assistance under such circumstances.
- 7. The Participant further agrees that this Agreement shall be construed in accordance with the laws of the State of Utah, which shall be the forum for any lawsuit filed under or incident to this Agreement or the Academic Program. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.
- 8. The Participant understands that SLCC in no way represents or acts as agent for the Host Institution, the transportation carriers, hotels, and other suppliers of services connected with this program. The Participant further understands that SLCC, its governing board, employees, and agents are (a) not responsible or liable for injury, damage, loss, accident, delay, or other irregularity which may be caused by the defect of any vehicle or the negligence or default of the Host Institution, or any company or person engaged in providing or performing any of the services involved in this program, (b) not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes, and (c) not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred there from.
- 9. Should the Participant choose to remain overseas after travel for the college is completed, SLCC will cease to act as a sponsor for the Participant. Should the Participant drop out of the College travel program voluntarily or involuntarily, SLCC will cease to act as sponsor thereafter. In either of the foregoing events, this release shall

remain in full force and effect.

- 10. The Participant understands and acknowledges that Salt Lake Community College assumes no liability for personal injury or property damage to participants or to third persons arising out of travel or program activities, except to the extent that such liability is imposed by the law, including the Utah Governmental Immunity Act (Utah Code annotated 63-30-1 et seq.). The participant agrees to indemnify and to release Salt Lake Community College from any liability arising out of the acts or omissions of participant during the program, subject to any limitations or restrictions against such indemnification that are imposed by law.
- 11. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in travel, the Participant, on behalf of the Participant's family, heirs, and personal representative(s), agrees to assume all the risks and responsibilities surrounding the Participant's participation in the Academic Program, the transportation, and any independent research or activities undertaken as an adjunct thereto. The Participant further in advance of participation in the Academic Program releases, waives, forever discharges, and covenants not to sue SLCC, its governing board, officers, agents, employees, and all persons acting as employees (Releasees), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which the Participant may incur as a result of the Academic Program.
- 12. It is the Participant's express intent that this release and assumption of risk agreement shall bind the members of the Participant's family and spouse, if the Participant is alive, and the Participant's family, estate, heirs, administrators, personal representatives, or assigns, if the Participant is deceased, and shall be deemed as a "Releasee" Waiver, Discharge, and Covenant not to sue the above-named "Releasees." The Participant agrees to save and hold harmless, indemnify, and defend "Releasees" from any claim by the Participant or the Participant's family, arising out of the Participant's participation in the Academic Program.
- 13. In signing this Statement of Responsibility and Assumption of Risk (Release), the Participant acknowledges and represents that the Participant has become fully informed of the content of this waiver of liability and hold harmless agreement by reading it before signing it, and by signing this document as the Participant's own free act and deed confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.
- 14. The Participant states that they are at least eighteen (18) years of age and fully competent to sign this Agreement.
- 15. Only a properly licensed driver (i.e., age 21 years or older) who has been authorized by the Program Director and College may operate a motor vehicle to transport persons on an approved Salt Lake Community College Academic Program (defined as off-campus, credit/non-credit field trip, study abroad, service and/or travel programs and herein referred to as "Program"). The driver must be on approved through SLCC Motor Pool. Additionally, an international driver's license may be required in some countries and must be obtained before departure from the United States.
- 16. Drinking of alcoholic beverages by any participant is prohibited during "working hours" (i.e., those hours designated by the Program Lead as time to be spent on College-sponsored activities within the purpose of the trip) and within 12 hours of driving a vehicle.
- 17. No narcotics, illegal drugs, or other controlled substances may be in the possession of, or used by, any person participating in the Academic Program activities except for a current, valid prescription in its original container.
- 18. Each participant is expected to comply with all applicable codes during the Program, and to obey all applicable provisions of the law of the state and nation in which the Academic Program activities take place.

This is a release of legal rights. Agreeing to this Statement of Responsibility and Assumption of Risk by Participant is confirming acceptance of all provisions.