LA SIERRA UNIVERSITY

WAIVER OF LIABILITY and ASSUMPTION OF RISK AGREEMENT

Name of Program:_____ Faculty/Staff/Group Leader: _____

Check one: □ Domestic Travel □ International Travel Location: _____

Name of Student: _____ Travel date (s):_____

It is my desire to participate in the above-identified Program (the "Program") offered by La sierra University ("University"). As a precondition to participating in the Program, I have read the following Agreement (the "Agreement") and agree to its terms.

1. Assumption of Risk. I understand that participating in the Program entails inherent risks of physical injury, including but not limited to, the risks described. I have been given the chance to ask questions concerning the Agreement, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Program, and hereby elect to voluntarily participate in the Program. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Program, unless caused by the gross negligence or willful misconduct of the University, its officers, trustees, agents, employees or volunteers (collectively referred to as the "University").
2. Liability Release. In consideration for the University allowing me to participate in the Program, I agree I will not sue the University and I release the University from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Program or while upon the premises where the Program being conducted, excepting those claims arising from the gross negligence or willful misconduct of the University.
3. Indemnification. I agree to indemnify and hold harmless the University from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the University may incur arising from my involvement in the Program, excepting those claims arising from the gross negligence or willful misconduct of the University.
4. Physical Fitness. I warrant that I am physically fit and in good condition that will allow me to participate fully in the Program. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Program. I understand the University has not made, nor will make, any investigation into my physical fitness or ability to participate in the Program, and the University is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Program.
5. Medical Treatment Authorization. I grant the University permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the University shall be subject to the terms of this agreement. I understand and agree that the University assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.
6. Conduct. I acknowledge and agree that this is a supervised program and that group standards must be observed. I agree to remain at all times under the supervision of the University and its agents and will comply with the University rules and instructions as well as local law and custom. I hereby waive and release all claims against La Sierra University and its agents related to my failure to cooperate with such supervision, comply with such instructions or my misconduct.

I acknowledge and agree that the University shall have the right to enforce appropriate standards of conduct and that it may at anytime terminate my participation in the trip or attend activities for failure to maintain these standards or for any conduct which the University consider to be incompatible with the interest, harmony, comfort and welfare of others. I especially agree that if my participation is terminated for this reason or any reason related to my misconduct, my consent is hereby given for immediate transportation home at my own expense with no refund of program charges.

7. International Travel: I agree that participation in this program/activity or any specific phase of this activity, or use of any equipment, will be at my own discretion and judgment based upon my own experience and competence. I hereby acknowledge that the University shall have authority to cancel or terminate the activity or travel in accordance with its policies or best judgment including cancellation in consideration of international or political developments and/or State Department travel warnings. I agree to stay in contact and register with the State Department by visiting this website at http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html so that I can receive directions if circumstance change in the part of the world I plan to enter. I understand that the University is not responsible to me for the refund practice of any particular vendor. Accordingly, I acknowledge the advice of the University that I purchase full coverage trip cancellation and trip interruption insurance for my financial losses in connection with any cancellation or termination.
8. Itinerary and High Risk Activities. I agree to follow the group itinerary as published and to refrain from such high risk activities as on or off-road motoring, sky diving, rappelling, spelunking or bungee jumping.
9. Intent. It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Program shall be construed in accordance with the laws of the state of California, without regard to its conflict of laws provision. The courts in Riverside County, California, shall be the forum for any lawsuits arising from the Program or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.

In signing this Agreement, I acknowledge that I have carefully read this document. I understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Signature of Participant	Print Name	Age (if a minor)	Date

Signature of Parent/Guardian of Minor	Print Name	Date