

**INTERNATIONAL TRAVEL PROGRAM PARTICIPATION, WAIVER, RELEASE,  
ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

**READ THIS DOCUMENT CAREFULLY AND COMPLETELY BEFORE SIGNING. THE EFFECT OF THIS DOCUMENT IS TO RELEASE COLORADO MESA UNIVERSITY, THE CMU BOARD OF TRUSTEES, AND THE STATE OF COLORADO FROM ANY LIABILITY RESULTING FROM PARTICIPATION IN THE ACTIVITIES DESCRIBED IN THIS DOCUMENT, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST COLORADO MESA UNIVERSITY, THE CMU BOARD OF TRUSTEES AND THE STATE OF COLORADO WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF CAUSED BY NEGLIGENCE.**

PROGRAM: \_\_\_\_\_

(e.g. faculty-led academic travel course, international exchange program, outdoor program, student-life program, club trip, conference, field work, or research that involves international travel, etc.)

Term/Year: \_\_\_\_\_

Student Participant Name: \_\_\_\_\_

Student 700# Identifier: \_\_\_\_\_

Staff/Faculty Participant: \_\_\_\_\_

Staff/Faculty 700# Identifier: \_\_\_\_\_

In consideration of the State of Colorado and Colorado Mesa University granting Participant permission to participate in the above Program, and with the understanding that such participation is conditioned upon Participant's agreement with the terms of this Agreement, Participant agrees as follows:

The term, "Participant " as used in this Agreement, may pertain to more than one person. If Participant is of majority age (18 years old), it refers only to Participant. If Participant is not of majority age (under 18 years old), "Participant" refers to Participant and Participant's Parent or Guardian. The term "Colorado Mesa University" or "CMU" as used in this agreement refers to and includes Colorado Mesa University, The Board of Trustees of Colorado Mesa University and the State of Colorado.

**1.0 Participant Desires to Participate in the Program.**

1.1 Participant is qualified for, accepted for, and now attempting to complete enrollment and/or participation, in the Program described above. The Program is sponsored by Colorado Mesa University. It is expressly understood and acknowledged that Participant is not required to participate in the Program.

The Participant understands that continued eligibility for participation in the Program is conditioned upon Participant's attendance at mandatory sessions required by Colorado Mesa University, attendance at all required classes and scheduled activities, maintaining an adequate academic standard (if applicable), obtaining all required documentation such as passport and visa, and payment of all required program fees.

2.0 Program Changes. Colorado Mesa University reserves the right, in its sole and absolute discretion, to cancel or withdraw, the Program without liability to CMU. In the event of cancellation or withdrawal, Colorado Mesa will refund all fees to Participant. Further, Colorado Mesa University shall have the right, in its sole and absolute discretion, to make any alterations, deletions or modifications in the itinerary and/or Program as deemed necessary by Colorado Mesa University or by the course instructors. In that event, CMU will charge an increased amount or refund a decreased amount of fees determined according to the increased / decreased amount of content of the Program, as determined by Colorado Mesa University, also in its sole discretion.

### **3.0 Participant Behavior.**

3.1 Participant understands and agrees that he/she will be representing Colorado Mesa University while participating in the Program. Participant shall abide by all of the policies and rules of Colorado Mesa University including the Colorado Mesa University Student Code of Conduct.

3.2 CMU and any Sponsoring Agency, if applicable, has the authority at all times to establish rules of conduct necessary for the operation of the Program, including conduct during free time. Participant will adhere to the rules of conduct and all instructions given by the faculty/staff in charge of the Program. Violation of any of the Student Code of Conduct or rules and instructions may result in Participant's expulsion from the Program. All costs associated with expulsion, including the cost of transportation back to CMU, will be the responsibility of the Participant. Upon expulsion, Participant is not eligible for any refund, in whole or in part, of the cost of the Program.

3.3 Participant recognizes that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. Violations of laws or standards, including those that involve politics and use of drugs, can subject Participant to significant civil and criminal penalties. Participant agrees that he/she will become informed of and will obey all such laws and standards which apply to countries that Participant travels through during the Program. **Neither Colorado Mesa University nor the United States embassy can obtain release of a Participant from**

**jail.** In the event that Participant has legal problems with foreign nationals or the government of a foreign country, it will be the Participant's responsibility to deal with such issues and at Participant's sole cost and expense.

#### **4.0 Participant Responsible for Medical Needs.**

- 4.1 Participant assures Colorado Mesa University that Participant has consulted with a medical doctor with regard to Participant's personal medical needs and that there are no health-related reasons or problems which preclude or restrict Participant's participation in this Program. Participant has carefully considered his/her medical and physical condition and Participant believes that his/her condition is appropriate for the Program's activities and location. In this regard, Participant understands that the Program activities and location may include a variety of activities and locations that involve risk to Participant.
- 4.2 As a condition of participating in the Program and on a date in advance of the Program as determined by Colorado Mesa University, Participant shall enroll in and pay for the group health travel insurance plan selected by Colorado Mesa University. Such group health travel insurance plan is the minimum coverage required for participation in the Program. Participant is aware of all of his/her personal medical needs, and will arrange for and purchase any additional medical and hospitalization insurance that Participant believes is appropriate in addition to the coverage of the group health travel insurance plan required by Colorado Mesa University. Participant shall be responsible for the procurement of any insurance coverage for other travel issues such as lost luggage, theft and delayed flights. Participant agrees that Colorado Mesa University is not responsible for attending to any of Participant's medical, medication or hospitalization needs and that Participant assumes all costs, risk and responsibility therefore.
- 4.3 Participant understands and agrees that Colorado Mesa University does not have medical personnel available at the Program, during transportation, at the location/site of the Program, or anywhere in another State or in a Foreign Country. Participant hereby authorizes CMU staff, representatives, employees, contractors, and/or medical personnel to authorize, initiate and/or procure medical care for Participant, and to provide treatment (including both emergency and routine medical care) they consider necessary for Participant's health. Participant agrees to be fully responsible and pay all costs associated with such care and transportation. Participant further agrees to the release of all medical records necessary for treatment, referral, billing or insurance purposes. Colorado Mesa University shall not have and shall assume no responsibility for any injury or damage which might arise out of or in connection with such authorized medical treatment.

## **5.0 Potential Travel, Accommodation, and Other Issues.**

- 5.1 Participant acknowledges and agrees to accept all responsibility for loss or additional expense due to delays, disruption or other changes in the means of transportation, travel arrangements or other services, whether because of sickness, political unrest, weather, strikes, or other causes. Participant is solely responsible for damage, destruction, or theft to Participant's luggage and belongings. Colorado Mesa University shall have and assumes no liability whatsoever for any loss, damage, or expenses due to such delays, disruptions, changes or destruction. Colorado Mesa University strongly recommends that participant purchase additional travel insurance to insure against such losses or have sufficient funds to cover such losses.
- 5.2 Participant acknowledges and understands that in the event Participant becomes detached from the Program group, fails to meet a departure bus, airplane, or train, or becomes sick or injured, Participant will bear all responsibility and costs to seek out, contact, and reach the Program group at its next available destination.
- 5.3 All services and accommodations provided in the Program are subject to the laws of the State or Country in which they are provided.
- 5.4 Participant may have opportunities for independent travel during the Program. Colorado Mesa University does not wish to discourage participants from taking advantage of these opportunities. Participant agrees to inform an official representative of Colorado Mesa University or of the Sponsor, if applicable, of his/her travel plans in advance of such independent travel and Participant understands that Colorado Mesa University shall have no responsibility for the Participant when s/he is traveling independently during the course of the Program.

## **6.0 Legal Issues.**

- 6.1 Colorado Mesa University strongly discourages any employment by Participant during his/her participation in the Program. Further, Colorado Mesa University strongly discourages Participant from owning or operating vehicles while participating in a Program in a foreign country. Traffic congestion and different laws and regulations, civil and criminal, can make driving motor vehicles in foreign countries extremely hazardous. Insurance requirements, or other financial responsibility laws, vary from country to country. If, however, Participant engages in employment or operates a motor vehicle while abroad, Participant agrees that Colorado Mesa University has and assumes no financial responsibility for insurance, legal aid, or assistance in connection with any legal

or tax difficulties, or for the care of the Participant should s/he be involved in a motor vehicle accident.

- 6.2 Participant acknowledges and understands that should Participant have or develop legal problems with any foreign nationals or government of the host country or State, Participant will attend to the matter personally with Participant's own personal funds. Colorado Mesa University is not responsible for providing any assistance under such circumstances.

### **7.0 Governing Law; Forum.**

This Agreement shall be construed in accordance with the laws of the State of Colorado. The venue and forum for any dispute shall be in Mesa County, Colorado. In the event of a dispute hereunder, Participant shall be required to attempt to settle any claim or dispute through mediation with CMU before a mutually agreeable Colorado mediator. The terms 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.

### **8.0 Assumption of the Risks Involved, Waiver and Release.**

- 8.1 Participant should conduct thorough research on the country(ies) and location of the Program and be familiar with the U.S. Department of State Travel Advisory System. Participant understands and acknowledges that there are certain dangers, hazards, and risks inherent in domestic travel, international travel and the activities included in the Program. Participant further understands and acknowledges that travel in certain areas of the world and participating in certain activities carry an even higher risk than most other areas and activities. Such dangers, hazards and risks can result in serious or even mortal injuries and property damage. Knowing the dangers, hazards, and risks of such travel and activities, and in consideration of being permitted to participate in the Program and all associated activities, including but not limited to those described above, Participant, on his own behalf and on behalf of Participant's family, spouse, estate, heirs, administrators and personal representative(s), agrees to assume all the risks and responsibilities surrounding Participant's participation in the Program, transportation related to the Program, and research or activities undertaken in conjunction with the Program.
- 8.2 Participant agrees to release and not sue Colorado Mesa University, the State of Colorado, The Board of Trustees of Colorado Mesa University and the employees and contractors of Colorado Mesa University with respect to any claim, liability, suit, or

expense, including attorney's fees and costs, (hereafter "Claim" or "Claims"), for any injury, damage, trauma, death, or other loss in any way connected or related with Participant's enrollment or participation in the Program and related activities, or exposure to those activity's risks, including use of any equipment, facilities or premises.

**Participant agrees to waive all Claim(s) Participant may have against Colorado Mesa University, The State of Colorado, The Board of Trustees of Colorado Mesa University, and the employees and contractors of Colorado Mesa University.**

**Participant agrees that neither Participant nor anyone acting on Participant's behalf, shall make a Claim against Colorado Mesa University, the State of Colorado, the Board of Trustees of Colorado Mesa University, or the employees and contractors of Colorado Mesa University, as a result of any injury, damage, trauma, death or other loss suffered by Participant.**

- 8.3 Participant agrees to and shall defend and indemnify ("indemnify" means to protect by reimbursement or payment) Colorado Mesa University, the State of Colorado, The Board of Trustees of Colorado Mesa University, and the employees and contractors of Colorado Mesa University from and against any and all claims (a) brought on or on behalf of Participant, Participant's spouse or other family member, for any injury, damage, trauma, death or other loss in any way connected with Participant's enrollment or participation in the Program or exposure to related activities: and/or (b) brought by a co-Participant or other person for injury, damage, trauma, death or other loss to the extent caused by Participant's conduct in the course of participating in the Program or related activities.
- 8.4 The release and indemnity found in Sections 8.2 and 8.3 include claims resulting from the negligence of Colorado Mesa University, the State of Colorado, the Board of Trustees of Colorado Mesa University, and the employees and contractors of Colorado Mesa University, and includes claims for personal injury or wrongful death, property damage, sexual assault, loss of consortium, breach of contract or any other claim.
- 8.5 It is Participant's express intent that this release and hold harmless agreement shall bind the members of the Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Release," Waiver, Discharge, and Covenant not to sue the above-named "Releases."
- 8.6 **In signing this Release, Participant acknowledges and represents that Participant is fully informed of the content of this waiver of liability and hold harmless agreement by reading it before signing it, that Participant has been afforded ample time within which to consult with an advisor of Participant's choice concerning this Agreement, and, that by signing this document as the Participant's own free act and deed,**

**confirms that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.**

8.5 Participant states that Participant is at least eighteen (18) years of age and fully competent to sign this Agreement.

This is a release of legal rights; read and understand before signing.

_____	_____	_____
Participant Name	Signature	Date

Where the Participant is under the age of 18 years, signature of his/her parent or guardian:

I, \_\_\_\_\_, am the parent or legal guardian of the Participant who has signed this Agreement above. I have read and I understand the provisions of this Agreement, and acting on behalf of the Participant, I consent to the Participant taking part in the Program and related activities described herein, and I fully enter into and agree to the assumption of Risk, Waiver and Release contained herein as authorized by CRS Section 13-22-107.

_____	_____	_____
Parent/Legal Guardian (if Participant is under 18)	Signature	Date