

**UNIVERSITY OF HOUSTON  
STUDY ABROAD PROGRAM ACTIVITIES PARTICIPANT'S  
RELEASE AND WAIVER OF LIABILITY AGREEMENT (Form A1)**

This Release and Waiver of Liability Agreement is entered into by all Participants in the Study Abroad Program Activities (herein after referred to as "Program Activities") of the Program/Department. Participants include students, staff, faculty as well as anyone else who participates in the Program Activities.

I, the Participant, have voluntarily applied to participate in the Program Activities. Participant fully intends to be bound by the terms of the Release and Waiver of Liability Agreement in consideration for being granted permission to participate in the Program Activities.

Participant acknowledges, warrants and represents that Participant has received, fully read and completely understands the information provided to the student by the University of Houston Office of International Studies and Programs (hereinafter, "UH-OISP") and/or the Program Personnel. Participant has been fully advised as to the possible and/or potential cultural, safety and health risks and/or the numerous possible and/or potential differences, problems and dangers that Participant may encounter while associated with and/or participating in the Program Activities.

**I. RELEASE**

In consideration of Participant's involvement with or participation in the Program Activities, Participant hereby releases, waives, discharges, and agrees to hold harmless the university of Houston System (hereinafter "UHS"), the University of Houston (hereinafter "UH"), including the UH-OISP, through the UH College (hereinafter "College"), the UHS Board of Regents ("Board"), the University of Houston College of Business Foundation (hereinafter "Foundation") (if applicable) and each of their respective trustees, officers, agents, employees, representatives and volunteers (hereinafter all referred to collectively as "Releases"), from any and all liability arising out of or in connection with Participant's involvement with and/or participation in the Program Activities.

Participant further releases, waives, discharges and agrees to hold harmless the Releases from any and all liability claims, demands, losses, actions, causes of action, suits or judgments whatsoever arising out of or related to, including, but not limited to, any loss, damage, accident, illness, kidnapping or injury, including death, that may be sustained by Participant, or any of the property belonging to Participant, whether caused by the negligence of the Releases, or otherwise, while involved with, and/or participating in, the Program Activities, including but not limited to, traveling to, from or within any of the Program-mentioned country/countries, during Participant's travel to, through, from and/or stay in the Program-mentioned country/countries, while performing assignments, carrying out responsibilities, traveling within any of the area(s) and/or during Participant's leisure time. Participant further covenants and agrees not to sue the Releases for any loss, damage, accident, illness, kidnapping or injury, including death, that may be sustained by Participant, or any of the property belonging to Participant, whether caused by the negligence of the Releases, or otherwise, while involved with, and/or participating in, the Program Activities and/or engaging in activities and travel associated with the Program Activities.

For purposes of this Release and Waiver of Liability Agreement, liability means all claims, demands, losses, actions, causes of action, lawsuits or judgments or demands of any kin that Participant or Participant's heirs, executors, administrators and assigns may have, or claim to have or to be entitled to against the Releases because if failure to pass any course of class, failure to obtain any particular grades, injury (including, but not limited to personal injury), loss, damage, accident, illness, kidnapping or death, or because of any loss, damage or theft of property that occurs to any person including Participant or his/her property while involved with, and/or participating in, or otherwise during and/or surrounding the Program Activities and that results from any cause including but not limited to the Releases' acts or conduct other than willful misconduct.

It is the Participant's express intent that this Release and Waiver of Liability Agreement shall bind not only Participant, but also members of the Participant's family and spouse (if any), if Participant is alive, and Participant's next of kin, estate, heirs, executors, assigns and personal representative(s), if Participant is deceased and shall be deemed as release, waiver, discharge and covenant not to sue the above-named Releases. Participant hereby further agrees that this Release and Waiver of Liability Agreement shall be construed in accordance with the laws of State of Texas.

## **II. INDEMNIFICATION**

Notwithstanding any insurance coverage which may be in effect and in addition to any additional undertakings referred to herein, Participant, to the extent allowed by law, shall defend, indemnify, and hold harmless the Releases from any and all liability, claims, losses, actions, causes of action, lawsuits, expenses, judgments or demands, arising from injury (including, but not limited to personal injury), loss, damage, accident, illness, kidnapping or death, or because of any loss or damage to property arising directly or indirectly out of Participant's involvement with and/or participation in the Program Activities, save and except for any such liability, claims, causes of action, lawsuits, expenses, judgments or demands arising from willful misconduct of the Releases. Participant will make good and reimburse releases for any expenditures, including reasonable attorney's fees that Releases may make by reason of such matters and if requested by Releases, Participant will defend such claims, demands, actions, causes of action, lawsuits or lawsuits etc., at the sole cost and expense to Participant.

## **III. ACKNOWLEDGEMENT OF INHERENTLY DANGEROUS ACTIVITIES AND ASSUMPTION OF RISK THEREOF**

Participant acknowledges that the Program-mentioned country/countries in which the Program Activities may take place in whole or in part, or any other country through which the Participant may travel when involved with and/or participating in the Program Activities or while in route to or from the Program Activities, may have health and safety standards substantially below those enjoyed in the United States and the Participant may be subjected to potential risks, losses, damages, accidents, illnesses, injuries, kidnapping and even death while participating in the Program Activities or while traveling to or from the Program Activities.

Participant acknowledges the inherent hazardous and dangerous nature of the Program Activities as well as the above-referenced risks of participating in the Program Activities or in traveling to, through or from the country/countries in which the Program Activities will take place, and voluntarily agrees to participate therein and assumes all risk of illness, injury, or death from Participant's travel to or from the Program Activities and participation therein. Participant represents and warrants that Participant is

mentally and physically fit, capable, able and willing to participate in the Program Activities and to be subjected to related potential hazardous and dangerous activities without limitations.

#### **IV. PERSONAL PROPERTY**

The Releases assume no liability or responsibility whatsoever for any personal property of the Participant that is obtained during, or brought along by the Participant on, the Program Activities.

#### **V. STANDARDS OF CONDUCT**

Participant agrees that at all times while involved with and/or participating in the Program Activities or otherwise throughout the duration of the Program Activities, Participant will conduct himself/herself in accordance with all the applicable statutes, ordinances, laws, regulations, orders and rules and requirements of duly constituted public authorities of the countries or states where the Program Activities or any part of the Program Activities take place, or through which the Participant travels while in route to or from the country/countries where the Program Activities takes place.

Participant further understands that his/her violation of any statutes, ordinances, laws, rules, regulations, requirements and/or orders to the UH Supervisory Personnel and/or any other lawful authority of the countries or states where the Program Activities takes place, or through Participant travels while in route to the country/countries where the Program Activities takes place, or his/her possession, use or abuse of narcotics or any other illegal substance or abuse of alcoholic beverages at any point during the Program Activities or related travel or leisure time is expressly prohibited, and is grounds for immediate expulsion from Program Activities. Participant shall indemnify and hold harmless the Releases from the consequences of any violations of such statutes, laws, rules, regulations, requirements or ordinances, or possession, use or abuse of narcotics, illegal substances or alcohol and all claims for damages and related claims resulting from such violations including reasonable attorney's fees.

Participant further agrees that the UH Supervisory Personnel in charge of the Program Activities, along with the UH-OISP Director or his/her designee have the right to terminate the Participant's involvement with the Program Activities if it is determined by them that Participant's conduct violates any of the above described statutes, laws, rules, regulations, requirements, and/or orders, or is detrimental to Participant or other Participants or UH Supervisory Personnel, or in conflict with the Program Activities, or is out of harmony with the best interests of the group in whole, in which event Participant shall be dismissed from the Program Activities and required to return home at Participant's own expense. Participant further agrees and understands that the violation of any such statutes, laws, rules, regulations, requirements, and/or orders may just be cause for suspension or expulsion of Participant from UH. In the event Participant is returned home, Participant agrees no monies paid for in connection with the Program Activities will be refunded to Participant.

Participant understands that the following actions are likewise unacceptable, and that engaging in any of them constitutes grounds for dismissal from the Program Activities and being returned to the United States at Participant's own expense at the discretion of the UH-OISP director or his/her designee and the UH Supervisory Personnel on site: excessive absence from class; failure to participate in field trips or other Program Activities; failure to complete homework assignments; behavior that disturbs other persons involved with and/or participating in the Participating Activities or other persons in the hotel or other accommodations; and breaking the law(s) of the host country or countries; or violation of the policies and procedures of UH, including the UH Student Code of Conduct.

Participant further recognizes that Participant does not have the right to use Participant's own or privately leased or otherwise obtained automobile or to otherwise use Participant's own transportation or otherwise obtained privately obtained transportation for any time during the Program Activities. In the event that Participant uses transportation other than that provided during the Program Activities, Participant acknowledges and agrees that Participant shall be fully liable for all accidents or losses arising due to Participant's use of Participant's own or privately leased or otherwise privately obtained automobile or other unauthorized transportation, and that any insurance provided by the travel contractor will not cover such unauthorized transportation, and/or accidents or losses that occur related to, or caused by such unauthorized transportation. Participant hereby releases and discharges the Releases from any and all liability for such use of unauthorized transportation as set forth in this Release and Waiver of Liability Agreement.

Participant may also be dismissed from Program Activities and returned to the United States at Participant's own expense in the event the UH-OISP Director or his/her designees and the UH Supervisory Personnel determine that Participant cannot continue with the Program Activities due to the Participant's physical or mental condition, or that Participant's conduct is detrimental to or in conflict with the Program Activities or out of harmony with the best interest of the group as a whole. In the event that Participant is dismissed from the Program Activities, Participant will not be entitled a refund of any monies paid for or in connection with the Program Activities.

## **VI. NON-PROGRAM ACTIVITIES**

Participant agrees that the Releases, cannot and shall not be held responsible in any way for Participant's safety needs or well-being during any period in which Participant is not directly participating in the Program Activities (including but not limited to, off hours, breaks and leisure time) or while deviating from the group (e.g., not going or returning with the group to and/or from Program Activities or otherwise traveling independently of the group).

Participant further agrees that during any period of time when Participant participates in non-Program Activities, for example, any activities, excursions or outings not related to or part of the Program Activities, or in any other way deviates from the Program Activities and/or the group participating in the Program Activities, for whatever reason, Participant assumes full responsibility for Participant's own safe keeping and welfare. Participant acknowledges and understands that the Program Activities and UH do not provide insurance for Participant. Participant also acknowledges and understands that Participant will not be under the supervision and direction of the UH Supervisory Personnel during the above stated non-Program Activities and hereby releases and discharges and agrees to hold harmless the Releases from any and all liability and legal obligations regarding Participant's own personal welfare.

## **VII. INSURANCE**

Participant understands and agrees that the Releases assume no liability for any medical, hospital, other health care provider and/or related expenses incurred by Participant while traveling to and/or from or while in any other way involved with and/or participating in, the Program Activities. Participant understands and agrees that as a condition for participation in the Program Activities, Participant must have an International Student Identification Card (ISIC), which includes a limited emergency health insurance policy. Participant understands that such insurance is limited and may not cover Participant

for all medical expenses. It is recommended that Participant obtain supplemental health insurance covering any and all medical expenses that Participant may incur while involved in and/or participating in the Program Activities, including, but not limited to, hospitalization expenses.

Participant shall also be responsible for carrying Participant's own liability insurance, including insurance covering any and all activities Participant's may undertake. Participant agrees that Participant will be personally responsible for any and all medical, hospital and/or related expenses incurred by Participant while involved with and/or participating in the Program Activities and during any breaks from participating in the Program Activities or while on leisure. Participant agrees that it is Participant's responsibility to obtain appropriate immunizations and medications prior to traveling to and participating in Program Activities.

## VIII. MISCELLANEOUS

Participant acknowledges that:

- a. The Releases do not in any way warrant or represent to Participant as to the conditions or standards of the living arrangements for Participant that different Participant in the Program Activities will have equal accommodations or accommodations with the same proximity to the classes. There is a lot of variety in the living arrangements and the general standards may be substantially below that which the Participant has experienced or is accustomed to in the United States. This is particularly true of third-world countries and old cities such as Florence or Paris.
- b. Participant acknowledges that in living conditions and traveling in major international cities abroad, Participant may experience problems associated with urban living such as increased crime, pollution, high population density or standards of living and health standards that are not equivalent to life in the United States. Participant must take every precaution to safeguard Participant's health and well-being and to protect personal belongings from damage or theft. Being alone, particularly at night, may [resent additional dangers to Participant's safety and well-being, as well as personal belongings. It is recommended that Participant never travel alone, particularly at night.
- c. Women may experience difficulties while abroad. Although the rate of violence towards women, including sexual assault and rape,, may very well be higher in the United States than in many other countries, the mere fact of facing the unfamiliar can raise Participant's anxiety level which may compounded by language and cultural differences and by the distorted and stereotyped media images used in television, movies, radio, newspapers, magazines, periodicals or other forms of mass media and advertising.
- d. If Participant, while participating in the Program Activities or while participating in other activities, excursions or outings, regardless of whether such excursions, outings, or activities are related to the Program Activities, while on breaks and/or while engaging in leisure time, wishes to have family and friends participate in any such activities, such family or friends must sign a "University of Houston Study Abroad Program Activities Participant's Release and Waiver of Liability Agreement(Form A1)."
- e. Participant acknowledges that the Releases reserve the right at any time prior to the Program Activities t make cancellations, changes, or substitutions in emergencies or due to changed conditions in the interest of the Program Activities or group participating in the Program Activities,

and to alter Program Activity departure, costs in order to meet unexpected changes in airfares, hotels, or other living accommodations or other related expenses and the like as the amount of the fees is based on current tariff rates and expenses that are subject to change. Participant acknowledges that such cancellations, changes, substitutions or alterations may create greater risks than the original plans.

- f. Participant understands that if Participant incurs and fails to pay any financial obligations for the Program Activities, and/or pursuant to the terms of this Release and Waiver of Liability Agreement, including but not limited to, damages to living or educational accommodations, unpaid fees for travel, contractor services, etc., such failure to pay any obligations may cause Participant's grades and records to be withheld by the UH until such financial obligations are satisfied by the Participant.
- g. Participant agrees to advise the Releases immediately of any incident which involves or causes any harm to Participant.
- h. If Participant decides to leave the Program, Participant shall advise in advance the UH Supervisory Personnel and the UH-OISP Director or his/her designee.