

## STATEMENT OF RESPONSIBILITY, RELEASE, AND AUTHORIZATION TO PARTICIPATE IN THE TRAVEL PROGRAM

| I,<br>travel to | (print name) hereby indicate my desire to participate in international (the "Travel Program") sponsored by the   |
|-----------------|--|
| at Houston B    | aptist University ("HBU" or "the University") during the period beginning (mm/dd/yr) and ending on (mm/dd/yr) I agree as follows:  |
| 1.              | I understand and hereby acknowledge that my participation in the Travel Program is wholly voluntary. I understand that this trip is part of a university program and agree to follow the requirements set forth for by the faculty/staff member(s) conducting the program, including completing all assigned work and taking all examinations. I realize that noncompliance with these requirements may result in a failing grade. |
| 2.              | I realize that accident and illness insurance, as well as insurance for medical evacuation and repatriation that are applicable outside of the United States are available and that I am responsible for ensuring that the insurance coverage is sufficient for my needs. I also   |

Travel Program period.

these risks, hazards, and dangers.

3. I understand that participation in the Travel Program involves risks, hazards, and dangers not found in studies at the University. I am aware of, understand, acknowledge, and appreciate that these risks, dangers, and hazards involve traveling to and within, and returning from, one or more foreign countries, including risks of air travel and all other types of transportation that could result in damage to property, injury to persons, or death; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances; and local sanitation, medical, and weather conditions. I am aware of, understand, acknowledge, and appreciate the risks, hazards, and dangers of travel to, in and around European, South American, and Asian countries, including but not limited to the dangers to my own health and personal safety, including loss of property, personal injury, or death posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, and/or violence. I am willing to accept

understand that the University encourages me to have appropriate insurance coverage for the entire time I am abroad, even during independent travel before, during, or after the

4. I understand that as a visitor in a foreign country, I will be subject to the laws of that country. I agree to comply with those laws. I understand that being charged with any infraction of the laws of the host country is grounds for immediate removal from the Travel Program, if appropriate, pursuant to the University's and Program's policies. In addition, I understand that should I have any legal problems in the host country, I will be responsible for legal costs incurred as a result. The University cannot provide legal counsel in such circumstances.

- 5. At all times during the Travel Program, I agree to be in possession of a valid United States passport and if not a United States citizen, a valid foreign passport, or official travel document and any visas (e.g., tourist or student visa) or other immigration documents (e.g., U.S. "green card", Form I-20) required for entry into a foreign country and re-entry into the United States. In the event that I am prevented from traveling with the group at any time due to my failure to be in possession of all necessary documents, I understand that I shall bear responsibility for all costs incurred to seek out, contact, and reach the group, obtain accommodations during periods of delayed departure from any location, or return home.
- 6. I agree to abide by the HBU Student Code of Conduct during and in connection with my participation in the Travel Program. I understand that violation of the Student Code of Conduct may result in removal from the Travel Program, in addition to any action outlined in the Student Code of Conduct policy, and I agree to act responsibly and appropriately at all times. I also agree to conform to all applicable policies, rules, regulations, and standards of conduct of any host institution and/or foreign affiliate. I accept termination of my participation in the Travel Program by the University and full responsibility for transportation costs home if I fail to maintain acceptable standards of conduct. I understand that the faculty and /or staff member(s) conducting the Travel Program has the designated authority to remove a student from the Travel Program in accordance with this provision.
- 7. I understand that activities or independent travel conducted when I have free time before, during, or after the Travel Program shall be unsupervised by HBU, its agents or employees. I agree that HBU, its agents, and employees shall have no responsibility or liability for any injury, damage, or loss suffered by me during such periods of independent activity or travel, and this **Statement of Responsibility, Release, and Authorization to Participate** in the **Travel Program** shall remain in full force and effect during such times.
- 8. I agree that in the event I become detached from the group or am unable to remain with the group for any reason not within the control of the University, I will bear all responsibility and costs incurred to seek out, contact, and reach the group at its next available destination.
- 9. I understand that HBU reserves the right to make cancellations, changes or substitutions to the Travel Program at any time and for any reason, with or without notice, and that the University shall not be liable for any loss whatsoever to Travel Program participants as a result of such changes. I understand that HBU has the right to cancel and/or discontinue the Travel Program due to hostile activity, acts of war or terrorism, or in the event of social or civil unrest.
- 10. I understand and acknowledge that HBU assumes no responsibility or liability, in whole or in part, for: any delays, delayed or changed departure or arrival times; fare changes, dishonors of hotel, airline or vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, force majeure, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations,

restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond the University's control, with or without notice; or for any additional expense occasioned by any of the foregoing. If, due to weather, flight schedules or other uncontrollable factors, I am required to spend additional nights, the University will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely.

- 11. I understand that if I voluntarily leave the Travel Program at any time and for any reason, including illness, I will be responsible for any and all costs.
- 12. I agree that if I require an accommodation due to disability and/or religious observances in order to fully participate in the Travel Program, I will follow (or have already followed) the proper procedures for assessment and approval of such accommodation by the necessary University parties as reasonable. Such approval of accommodations must be granted prior to participation in the Travel Program.
- 13. I authorize HBU, its employees, agents and representatives to act in any attempt to safeguard and preserve my health and/or safety during my participation in the Travel Program, including authorizing medical treatment on my behalf and at my expense, and returning me to the United States at my own expense for medical treatment in case of an emergency.
- 14. Knowing the risks, dangers, and hazards described above, and in consideration of being permitted to participate in the Travel Program, I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in the Travel Program. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees and representative (in their official and individual capacities) from any and all liability whatsoever, which arise as a result of negligence on the part of the University, for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Travel Program, any related or independent travel, or any activities during the Travel Program, irrespective of whether they are sponsored, supervised or controlled by the University, and which arise as a result of negligence on the part of the University, its employees, agents, officers, trustees or representatives (in their official and individual capacities).
- 15. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that may result from my negligent or intentional act or omission, which arise out of, occur during, or are in any way connected with my participation in the Travel Program, any related or independent travel, or any activities during the Travel Program, irrespective of whether they are sponsored, supervised or controlled by the University.

- 16. I understand that I will be provided an itinerary and orientation materials by the faculty or staff member(s) conducting the Travel Program. I agree to carefully read those materials and attend any orientation session scheduled by the faculty or staff member.
- 17. HBU may reproduce and use, without compensation, all photographs, videos, movies, or sound recordings taken of me while I participate in the Travel Program.
- 18. Graduate business students for whom travel is an integral part of their academic program recognize that travel costs are paid by HBU in anticipation of tuition revenues. Should I fail to complete the program, for any reason, after participating in travel, I agree to reimburse HBU for the pro rata share of travel expense not covered by tuition payments. Travel is funded by a constant percentage of tuition payments made by student over the length of the program. I agree to pay any outstanding balance for travel upon leaving the program or to execute a pay agreement to cover any balance.
- 19. I agree that this **Statement of Responsibility, Release, and Authorization to Participate in the Travel Program** is to be construed and governed under the laws of the State of Texas, U.S.A. Any litigation regarding this release or the University's participation in the Travel Program shall be brought in a court of competent jurisdiction in the County of Harris, State of Texas. If any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

My signature indicates that I have read and understood this agreement and that I agree to everything stated in it. Further, no representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. My signature also indicates that I am aware of any special risks, dangers, and hazards involved in the travel program.

| Date                     | Participant's signature |  |
|--------------------------|-------------------------|--|
| Person to be notified in | n case of an emergency: |  |
| Name:                    |                         |  |
| Relationship:            |                         |  |
| Phone: Home              | Work                    |  |
| Address:                 |                         |  |
|                          |                         |  |
| E-Mail:                  |                         |  |