

# ***RELEASE OF LIABILITY AND ASSUMPTION OF RISKS***

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**THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISKS** (the "Release") is executed by the participant \_\_\_\_\_ whose address is \_\_\_\_\_ in favor of **ROCKY VISTA UNIVERSITY**, a Colorado for profit corporation (the "University"), whose address is 8401 South Chambers Road, Parker, Colorado 80134

1. **PARTICIPATION IN THE TRIP** – I desire to participate in a medical outreach mission/trip (the Trip") to \_\_\_\_\_, scheduled to occur from \_\_\_\_\_, 200\_\_ through \_\_\_\_\_, 200\_\_. This mission/trip is offered by RVU in conjunction with DOCARE International, NFP. As a student of R.V.U. I understand that I am not required, as part of my academic program or otherwise, to participate in the Trip.
  
2. **WAIVER OF UNIVERSITY LIABILITY FOR DANGERS AND RISKS** - I understand that there are certain dangers, hazards and risks inherent in international and national travel and the activities to be engaged in during the Trip including, but not limited to, those set forth in Exhibit "A" attached hereto and made part hereof, which can cause personal injury, death and/or property damage. I further understand that the University cannot and does not assume responsibility for any such personal injury, death or property damage.
  
3. **ASSUMPTION OF RISKS**- Notwithstanding the dangers, hazards and risks involved, and in consideration of being permitted to participate in the Trip:
  - A. I agree to assume all the risks surrounding my participation in the Trip and in the activities I undertake in connection therewith; and
  - B. I release and forever discharge the University, its trustees, officers, agents, employees and any students acting as employees (hereafter collectively called the "Releasees"), from any and all liability for any injury, damage, claim, demand, action, cost, and expense of any nature that may at any time have or incur, arising out of or in any manner related to any loss, damage or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, while in \_\_\_\_\_ or in transit to and from \_\_\_\_\_.
  
4. **DISCLAIMER OF UNIVERSITY RESPONSIBILITY** - I UNDERSTAND AND AGREE THAT THE University is
  - A. Not responsible or liable for any injury, damage , loss, accident or delay which may be caused by a defect in any vehicle or other mode of transportation, or the negligence or other wrongful act of any party engaged to provide services connected with the Trip,
  - B. Not responsible or liable for any injury, damage, loss, or expense due to sickness, weather, strikes, hostilities, wars, natural disasters, terrorism, or other such causes,
  - C. Not responsible or liable for disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom, and
  - D. Not responsible or liable for any loss, damage, or theft of my luggage or other personal belongings.
  
5. **RESPONSIBILITY FOR MEDICAL NEEDS** - I represent to the University that I am aware of my personal medical needs and that there are no health related reasons or problems which may preclude or restrict my participation in the Trip. I acknowledge that the University has strongly recommended that I obtain insurance coverage valid in \_\_\_\_\_,

to protect against the cost of hospitalization and physician care in the event of sickness, accident, injury, disability, and medical evacuation. I understand that I am solely responsible for obtaining such insurance. I further understand and agree that (i) the University is not responsible for attending to any of my medical or medication needs, (ii) I assume all risks and responsibility for my medical and medication needs, and (iii) if I am required to be hospitalized at any time during the Trip, the University does not assume any legal responsibility for payment of such costs.

6. **EMERGENCY MEDICAL TREATMENT** - I understand that the Releasees do not have medical personnel available at any time during the Trip. I grant the Releasees permission to authorize my emergency medical treatment, including surgery, in the event that I am unable to do so. I acknowledge and agree that this grant of authority does not create a special relationship between the University and me. I further acknowledge and agree that Releasees assume no liability or responsibility for any injury or damage I may suffer or incur arising out of or in connection with such authorized emergency medical treatment.
7. **LEGAL PROBLEMS** – I understand that if I have legal problems in \_\_\_\_\_ during the trip, I will attend to the matter personally with my own funds and that the University is not responsible for providing any assistance to me under such circumstances.
8. **BINDING NATURE OF RELEASE** – It is my express intent that this Release shall bind the members of my family (including my spouse, if any) if I am alive, and my heirs, personal representatives, successors and assigns if I am deceased.
9. **INDEMNIFICATION** – I agree to indemnify, defend and hold the Releasees harmless from any liability, claim, action, debt, damage, loss, cost and expense of every kind or nature asserted by any party against any Releasee or incurred by any releasee and arising directly or indirectly from or in connection with my participation in the Trip or any of the activities I engage in during the Trip.
10. **RESERVATION OF RIGHTS**- I acknowledge that the University reserves the following rights that it may exercise in its sole discretion: (i) the right to cancel the Trip, and (ii) the right to make alterations, changes and modifications in any part of the Trip itinerary and the activities in connection therewith.
11. **PASSPORT, VISA AND VACCINATIONS** – I understand that am responsible for obtaining my own passport, visa and public health vaccinations.
12. **COMPLIANCE WITH LAWS**- I agree to comply with all laws of \_\_\_\_\_ during the Trip.
13. **DISCLOSURE – THE UNIVERSITY HAS INFORMED ME THAT BY SIGNING THIS DOCUMENT I RELEASE AND WAIVE LEGAL RIGHTS THAT I OTHERWISE MIGHT HAVE, AND THAT I SHOULD READ THE DOCUMENT CAREFULLY AND UNDERSTAND IT FULLY BEFORE SIGNING.**
14. **REPRESENTATIONS** – I represent to the University that (i) I have read this Release and fully understand its content and the effect of its terms and provisions, (ii) I sign this Release as my own free act and deed, (iii) with respect to the matters set forth in this Release, no oral representations, statements or inducements other than those expressly contained herein have been made to me by any of the Releasees, (iv) I am over

the age of eighteen (18) and fully competent to sign this Release, and (v) I execute this Release for complete and adequate consideration, fully intending to be bound by the same.

15. **GOVERNING LAW** – I agree that this Release shall be construed in accordance with the laws of the state of Colorado.

16. **PARTIAL INVALIDITY** – If any provision of this document shall be held illegal or unenforceable, then I agree the validity of all remaining provisions shall not be affected thereby to the maximum extent permitted by law.

**IN WITNESS WHEREOF**, I have executed this Release of Liability and Assumption of Risks on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

PARTICIPANT:

WITNESS:

Print Name \_\_\_\_\_

\_\_\_\_\_

Signatures \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "A"**

Problems and Hazards that participants may experience include but are not limited to:

1. Food poisoning or poor quality food and water resulting in G.I. distress
2. Disturbances in travel that interfere with time schedules traveling to, during stay in or return from country
3. Uncomfortable travel arrangements via plane, bus, boat, etc.
4. Theft of personal belongings
5. Natural disasters and events, e.g., earthquakes, hurricanes, tropical storms, floods, volcanic activity, etc.
6. Travel associated illness or accident, e.g., nose bleeds, headaches, nausea and vomiting, diarrhea, altitude sickness, allergic reactions, infections, skin rashes, myalgia and arthralgia, fracture , sprain or strain, etc.
7. Solicitation for illicit activities that have potential legal complications, illicit drugs, sexual acts, adoption, etc.
8. Involvement with police and government authorities
9. Political instability and civil unrest or disturbance
10. Potential for kidnapping, torture and confinement
11. Immersion in Guerrilla, terrorist or insurgent actions
12. Personal assault
13. Death