

ASSUMPTION OF RISK AND RELEASE FORM FOR STUDY
ABROAD UNIVERSITY OF HOUSTON-
VICTORIA

THIS IS A RELEASE OF LEGAL RIGHTS- PLEASE READ AND UNDERSTAND BEFORE SIGNING

Name of Applicant _____

Date of Birth: _____

(If applicant is under 18 years of age, a parent or legal guardian must also read and sign this form.)

Program: _____

I hereby agree as follows:

1. **Risks of Study Abroad.** I understand that participation in the University of Houston-Victoria Study Abroad Program specified above ("the Program") involves risk not found in study at the University. These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions; use of language other than English; and other matters described on a separate U.S. State Department Travel Advisory and/or a Program Risk form, which I have received, reviewed, and initialed, and which is incorporated by reference in this Release Form. I have made my own investigation and am willing to accept these risks.
2. **Institutional Arrangements.** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University, its officers, employees, and agents from any injury, loss, damage, accident, delay or expense arising out of any such matters.
3. **Independent Activity.** I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University supervised activities.
4. **Health and Safety.**
 - A. I have consulted with a medical doctor with regard to my personal medical needs and about the location(s) where the Program is to be offered. There are no health-related reasons of problems that preclude or restrict my participation in this Program.
 - B. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during the Program, the University is not responsible for the cost or quality of such treatment or care. I have or agree to procure adequate insurance to cover emergency medical needs and evacuations or repatriation as necessary.

C. The University may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety including sending me home from the location of the Program. I agree to pay all expenses relating thereto and release the University from any liability for any actions in this regard.

5. **Photographs and other media.** I understand and agree that University of Houston-Victoria and its partner institutions have the right to use photographs or other media images of me while on the Program for marketing or other information purposes. This permission includes but is not limited to the publication of such photographs and images on web sites, brochures, and flyers.

6. **Program Changes.** The University has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Program. I understand that the University's fees and program charges are based on current airfares, lodging rates, meals and services costs, and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured. I will at my own expense seek out, contact, and reach the Program group at its next available destination.

Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify the Board of Regents of the University of The University of Houston-Victoria, The University of Houston System, and its officers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

I have carefully read this Release Form and incorporated U.S. State Department Travel Advisory and/or Program Risk Form before signing below. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

This agreement shall become effective only upon receipt of my application by the University and shall be governed by the laws of the state of Texas, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

X _____
Signature of Applicant

X _____
Date

Participants Under 18 years of age must provide the following NOTARIZED signature

I, (A), am the parent or legal guardian of the above Applicant, (B), have read the foregoing Release Form (including such parts as may subject me to personal financial responsibility), (C) am and will be legally responsible for the obligations and acts of the Applicant as described in this Release Form, and (D) agree, for myself and for the Applicant, to be bound by its terms. In addition, I agree to indemnify and hold harmless the Board of Regents of the University of Houston-Victoria, its officers and employees, from any liability resulting from any claim made against them by my child or by others because of my child's actions or omissions, and resulting from the child's allegation that the above agreement is void for being made by a minor, whether the claim is filed prior to or after reaching his or her majority.

X _____
Signature of Parent/Guardian

X _____
Date