

WAIVER OF LIABILITY for SUU-SPONSORED STUDY ABROAD PROGRAMS

This Agreement and Release is made and entered into this ____ day of _____, _____, by and between the Board of Trustees on behalf of Southern Utah University, ("SUU"), and _____ ("STUDENT").

I. RECITALS

WHEREAS, SUU desires to provide educational opportunities abroad for its students;
And

WHEREAS, STUDENT desires to participate in the _____ study abroad program in _____ ("Program") under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration hereof, the parties agree as follows:

II. STUDENT'S OBLIGATIONS

1. STUDENT shall pay the fees set forth for the program in a timely manner.
2. STUDENT shall obtain and maintain health insurance which is satisfactory to SUU and provides, at a minimum, coverage for the time period of the Program.
3. STUDENT shall consult with his/her physician in regard to necessary immunizations and any other medical matters relating to STUDENT'S participation in the Program.
4. If, during his/her participation in the Program, STUDENT becomes incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from STUDENT'S family, STUDENT agrees that medical treatment may be performed when, in the opinion of competent medical personnel, the health or welfare of STUDENT will be adversely affected by any delay. In such event, STUDENT authorizes SUU's designated representative to grant permission for the necessary medical treatment of STUDENT.
5. STUDENT understands that SUU cannot guarantee his/her health and safety while participating in the Program. STUDENT is responsible for acting prudently and exercising caution and common sense at all times.
6. STUDENT agrees that SUU is not responsible for any personal injury or loss or damage to property suffered by STUDENT during periods of travel independent of the Program.
7. STUDENT shall abide by all applicable laws of the country hosting the Program. STUDENT shall also conform to all applicable rules, regulations, and policies of the institutions hosting the Program and agrees that failure to so conform may result in the termination of his/her participation in the Program.
8. By participating in the Program, STUDENT specifically waives any and all claims and causes of action, present and future, against the Board of Trustees of the University, Southern Utah University, and their officers, agents or employees arising out of STUDENT'S participation in the Program and resulting in the death, dismemberment, disability, physical or mental illness or the loss or destruction of the personal property of STUDENT, or the defeat of STUDENT by governing authorities or any other person. STUDENT acknowledges that this waiver is made freely, voluntarily, and under no compulsion.
9. STUDENT agrees to indemnify and hold SUU harmless for any financial liability and obligation which he/she personally incurs, and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by STUDENT during his/her participation in the Program.

III. SUU'S OBLIGATIONS

1. SUU will enroll students who meet the eligibility requirements of SUU and the Program and who have paid the appropriate fees in a timely manner.
2. SUU will facilitate STUDENT's participation in the Program by processing the documentation necessary for enrollment at SUU and in the Program and by acting as liaison with the institution or organization hosting the Program.
3. SUU will provide the personnel and/or resources required by the Program.
4. Upon satisfactory completion of the Program, SUU will grant STUDENT the credits earned for participation in the Program.

IV. MISCELLANEOUS PROVISIONS

1. All lawsuits brought by one party hereto against the other and which are in regard to this Agreement and Release or in any way relating to STUDENT's participation in the Program shall be filed and litigated in a court of competent jurisdiction in the State of Utah.
2. This Agreement and Release and all claims and causes of action brought by one party hereto against the other and in any way relating to STUDENT's participation in the Program shall be governed by the laws of the State of Utah.

Signature of Student

Date:_____

President, Southern Utah University

Date:_____