

**AGREEMENT AND RELEASE (WAIVER OF LIABILITY) for
UNIVERSITY-AUTHORIZED INTERNATIONAL TRAVEL:
EMPLOYEE**

This Agreement and Release is made and entered into this ____ day of _____, 20____, between Southern Utah University ("SUU") and _____ ("EMPLOYEE").

I. RECITALS

WHEREAS, SUU desires to provide educational, teaching, research, and other opportunities abroad for its employees; and

WHEREAS, EMPLOYEE desires to participate in _____ (activity/activities) in _____ (country/countries) under the terms and conditions hereinafter set forth;

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

II. EMPLOYEE'S OBLIGATIONS

- A. EMPLOYEE shall complete a Travel Authorization Request, or have a Travel Authorization Request completed on their behalf, and receive approval for such travel prior to departure.
- B. EMPLOYEE shall obtain and maintain health insurance through the provider indicated by the Office of Learning Abroad, which includes, at a minimum, coverage for the time period of the international travel.
- C. EMPLOYEE shall consult with their physician in regard to necessary immunizations and any other medical matters relating to EMPLOYEE's travel and related activities abroad.
- D. If, during their international travel, EMPLOYEE becomes incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from EMPLOYEE's emergency contacts, EMPLOYEE agrees that medical treatment may be performed when, in the opinion of competent medical personnel, the health or welfare of EMPLOYEE will be adversely affected by any delay. In such event, EMPLOYEE authorizes SUU's designated representative to grant permission for the necessary medical treatment of EMPLOYEE.
- E. EMPLOYEE understands that SUU cannot guarantee their health and safety while traveling internationally. EMPLOYEE is responsible for acting prudently and exercising caution and common sense at all times.
- F. EMPLOYEE agrees that SUU is not responsible for any personal injury or loss or damage to property suffered by EMPLOYEE during periods of travel outside the dates of approved University-authorized travel.
- G. EMPLOYEE is responsible to know and abide by all applicable laws of the country in which their traveling. EMPLOYEE shall also conform to all applicable rules, regulations, and policies of host institutions and agrees that failure to so conform may result in the termination of their participation in the activity or program for which their travel was initially approved.
- H. By participating in the University-authorized travel, EMPLOYEE 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 EMPLOYEE's participation in the University-authorized travel and related activities and resulting in the death, dismemberment, disability, physical or mental illness or the loss or

destruction of the personal property of EMPLOYEE, or the detention of EMPLOYEE by governing authorities or any other person. EMPLOYEE acknowledges that this waiver is made freely, voluntarily, and under no compulsion.

- I. EMPLOYEE agrees to indemnify and hold SUU harmless for any financial liability and obligation which they personally incur, and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by EMPLOYEE during their travel.

III. MISCELLANEOUS PROVISIONS

- A. 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 EMPLOYEE’s participation in the Program shall be filed and litigated in a court of competent jurisdiction in the State of Utah.
- B. 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 EMPLOYEE’s participation in the University-authorized travel and related activities shall be governed by the laws of the State of Utah.
- C. SUU is a governmental entity under the Governmental Immunity Act of Utah (Utah Code Ann. § 63G-7-101, *et seq.* (1953 as amended) (the “Act”)). Nothing in the Agreement shall be construed as a waiver by SUU, of any rights, limits, protections or defenses applicable under the Act, including, without limitation, the provisions of § 63G- 7-604 regarding limitations of judgments. This Agreement shall not be construed, with respect to third-parties, as waiver of any governmental immunity to which SUU is entitled.

I understand that this form may be signed digitally via the International Travel Notification form. By checking the box on that form to indicate that “I have read, understood, and agree to the terms outlined in the Waiver of Liability,” I acknowledge that I have reviewed and understand the AGREEMENT AND RELEASE (WAIVER OF LIABILITY) for UNIVERSITY-AUTHORIZED INTERNATIONAL TRAVEL: EMPLOYEE, understand and assume the risks associated with university travel, and agree that this document constitutes an agreement that legally binds me, my heirs, assigns, and my estate. If not signing digitally, I will sign on the line below to acknowledge that I have read, understand, and agree to all of the above.

Signature of EMPLOYEE

Date

For office use only	
Signature of President, Southern Utah University	Date