



POLICY TITLE: FHSU Policy for Educational Travel

POLICY PURPOSE: This policy applies to any travel requiring at least one overnight stay away from campus, the purpose of which is to study or otherwise engage in an educational activity, when that educational activity is incidental to, but not required by the traveling parties' attendance or employment at FHSU.

BACKGROUND:

APPLIES TO: Faculty, Staff, and Students

DEFINITIONS:

CONTENTS:

POLICY STATEMENT: This policy is meant to apply to both students and employees participating in educational travel. This policy does not apply to one-day trips or excursions where no overnight stay is required. Further, "educational travel" does not include trips taken by organized and official athletic teams of FHSU when participants of the trip are engaged in the scope of their employment with FHSU (such as coaches), in furtherance of a course of study with FHSU (such as student trainers or band participants) or in furtherance of an officially recognized athletic activity (such as athletes). This policy also does not apply to travel by members of student organizations officially recognized by FHSU, when the travel does not utilize state vehicles or other university resources. Finally, this policy does not apply to trips that are a required element of a student's course or an employee's job.

Any trip which does not constitute educational travel as defined herein is outside the scope of and not recognized by this policy. However, any faculty taking students away from campus on an event that does not constitute educational travel are advised to notify the department chair or the dean, if the department chair is not available. Any trips for business purposes incidental to employment with FHSU should be approved through preexisting and approved processes or as otherwise directed by the employee's immediate supervisor. Student organizations and their sponsors should seek approval for travel not utilizing any state property or resources through pre-existing channels. Nothing contained in this policy is meant to alter the procedures used for requesting permission for travel, requesting the reimbursement of travel expenses, or requesting the use of a university vehicle. A trip which will result in personal financial benefit to employees of FHSU (e.g. free airfare, lodging, or other similar benefit) will not be recognized by this policy.

Situations involving educational travel to which this policy will apply include,

but are not limited to the following: Voluntary study abroad or exchange experience whereby a student or students of FHSU travel to another city, state or country for the purposes of studying temporarily at another institution of higher education for which credit from FHSU will be received or sought; trips which, while not required by an FHSU course, are made optional through such course, with the purpose of the trip relating to the course in some way. Specific examples of these situations include travel by a Modern Language student to the Universidad Autonoma de Guadalajara (UAG) to study Spanish for a summer, with credit earned at UAG to be transferred to FHSU upon completion of the study. Another example of educational travel includes travel by FHSU students or non-FHSU students to France with volunteer faculty of FHSU over spring break. Finally, travel by students pursuant to an exchange program with SIAS University in China whereby FHSU students travel to SIAS to study for a year or other period of time is an example of educational travel. These examples are not meant to be exhaustive of all of the possible situations that may constitute educational travel. If there is any question as to whether a proposed trip by FHSU students, employees or both is considered educational travel, the chair of the academic department or the director of the administrative unit to which the trip relates should be first consulted and the final determination will be made by the dean of the appropriate college or the Vice President of the relevant administrative unit. Any trip that is either not recognized through this process or considered official travel is not in any way affiliated with FHSU.

Procedure for Recognition

In the event that a FHSU employee is participating in the educational travel at issue, such employee will initiate the recognition process by completing an educational travel questionnaire and returning the same to the chair of the department in which the trip originates or to which it relates. In the event an academic department is not involved, then the questionnaire shall be returned to the head of the administrative unit. Copies of the questionnaire may be obtained from the Financial Aid Office, from the chair of the applicable academic department, or the head of the administrative unit involved. A copy of the questionnaire is attached to this policy as Appendix A. Once the questionnaire is completed and returned to the chair, then it will be forwarded to the dean of the applicable college or the vice president of the applicable administrative division.

The questionnaire will then be forwarded to the appropriate administrative unit for action. If the trip involves study at another institution, for which academic credit from FHSU will be sought, the appropriate administrative units will include, but not necessarily be limited to, Financial Aid Office, Student Fiscal Services, and FHSU General Counsel. This process will be completed by way of Lotus Notes workflow.

Each student participating in educational travel is required to adhere to all of the terms of this policy and to complete all documentation required by the policy or as otherwise directed by FHSU. Should an FHSU employee not be involved in the educational travel experience, then it is the student's responsibility to initiate the approval process and to complete and submit any and all documentation required by this policy. The student may contact

the office of FHSU General Counsel to initiate the process set forth by this policy.

THE FOLLOWING SECTION IS MEANT TO APPLY TO FHSU EMPLOYEES PARTICIPATING IN AN EDUCATIONAL TRAVEL EXPERIENCE:

1. Unless participating in travel which is a required component of a course taught by the employee or unless compensated for participating in the trip by FHSU, the employee will not be considered in the course or scope of his or her employment with FHSU.
2. Notwithstanding #1, above the employee is expected to not subject any student or other employee participating in any educational travel experience to any unusual risk of bodily harm and is expected to utilize that judgment exercised by a reasonable prudent person.
3. While participating in any educational travel experience involving students of FHSU, the employee is expected to adhere to any and all university policies regarding discrimination, sexual harassment, and personal relationships between students and employees.

In all cases where the employee is not acting directly in the course or scope of his/her employment, FHSU will not be responsible for any harm caused to the employee or other participants of the trip as a result of employee's actions or the actions of others beyond the control of FHSU. Each employee and student participating in an educational travel experience to which this policy applies will be required to sign a liability waiver and indemnification agreement. A sample of the applicable documents for students and faculty are attached collectively hereto as Appendix B.

THE FOLLOWING APPLY TO ANY AND ALL STUDENTS PARTICIPATING IN AN EDUCATIONAL TRAVEL EXPERIENCE:

Prior to Departure

You must provide your academic department with the following information as soon as possible and in no event less than three days prior to departure:

1. Beginning and ending dates of your educational travel.
2. Dates of travel and flight information.
3. Complete program itinerary including weekend and holiday activities and other excursions.
4. Your contact information including, email address and telephone number for the entire length of the program.
5. A copy of all documentation requested by FHSU which may include, but is not limited to, passport, visa, proof of medical and repatriation insurance, etc.
6. Emergency contact information for two contact persons, which will include: Name, address, home telephone number, business telephone number, other telephone numbers where the person may be reached including cell phone and email address.

In addition, you will be responsible for obtaining and providing medical and

evacuation and repatriation insurance. Information regarding such insurance may be obtained from many sources including, but not limited to, www.medexassist.com. You will also be responsible for signing a waiver and acknowledgement form or other similar documentation which will be provided to you by your academic department or University Counsel.

During the Trip

FHSU cannot and does not guarantee or assure the safety of participants or eliminate all risks from the educational travel environment. In addition, neither FHSU nor any of its employees can or will monitor or control your daily personal decisions, choices, and activities or prevent you from engaging in illegal, dangerous or otherwise risky activities. Therefore, you are required at all times to conduct yourself in a manner that reflects positively on yourself, FHSU and the United States of America. You are required to exercise good judgment for the safety and protection of yourself and others. You are expected to abide by all laws, rules, and regulations of the host city, state, country, locality and/or institution. **EVEN THOUGH AN EMPLOYEE OF FHSU MAY BE TRAVELLING WITH YOU, THE EMPLOYEE MAY NOT BE CONSIDERED TO BE IN THE COURSE OR SCOPE OF HIS OR HER EMPLOYMENT WITH FHSU DURING THE TRIP, AND FHSU WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACTIONS, STATEMENTS, OR DECISIONS OF THE EMPLOYEE.**

In addition to the above, the student is responsible for the following:

1. Keeping apprised of events or occurrences, whether natural or manmade, occurring within the host city, state, country, locality, and/or institution, and to promptly report any such events or conditions to FHSU when the same appear likely to result in a disaster, catastrophe or other emergency situation which may cause a risk to your health and safety and/or cause a threat to your safe and prompt return to the United States of America.
2. Keeping in contact with the U.S. Consulate or Embassy should such an emergency arise to obtain advice and guidance as to how to protect your health and safety during such emergency.
3. If the student is enrolled at another educational institution for which credit from FHSU will be sought during or after the educational travel experience, the student is responsible for abiding by the FHSU Student Code of Conduct.
4. Promptly reporting to your academic department any changes in your itinerary, schedule, or course of study, or any events or conditions which have a possibility to impact your course of study while abroad.
5. Remaining personally responsible for any vehicle use or rental and to research any laws, rules or regulations relating to vehicle traffic and operation that apply in the host country and locality. FHSU recommends that individual students not rent and/or operate vehicles while in a foreign country. However, if you choose to rent and/or operate a vehicle, you will be responsible for your own actions and the consequences thereof, and FHSU will not be responsible for any personal injury or property damage resulting to you or others from your operation and/or rental of a motor vehicle. It is further

recommended that you research the legal system and consequences of any events associated with operation of a motor vehicle, including, but not limited to, an automobile accident.

6. Investigating the health care system for the area or areas which you will be staying in or traveling through during your educational travel experience. You are solely responsible for determining whether any and all health insurance covering you will be effective should you need medical treatment while abroad. FHSU will not be responsible for any charges incurred for any medical treatment you receive during or after your trip for conditions occurring during or arising out of your trip.
7. Being solely responsible for your own physical and mental condition, and insuring that you are both physically and mentally capable of travel. Become familiar with the procedures for obtaining emergency health and law enforcement services in the host city, state or country. Follow the program policies and keep program staff and/or FHSU officials informed of your whereabouts and well-being during your educational travel experience.

While your safety and welfare during your educational travel experience are your own responsibility, the following is a set of guidelines to follow while traveling to other areas, especially other countries:

- Follow a “buddy system” so that you do not travel alone, especially at night
- Avoid crowds, protests and volatile situations
- Do not divulge personal information to strangers
- Keep a low profile and do not draw attention unnecessarily to your nationality
- Do not engage in abuse of alcohol or illegal use of drugs
- Respect the culture of the host country

After the Trip

You must submit any transcript or any other applicable academic information to the FHSU Registrar’s Office or your academic department as soon as possible after you return. These documents will be used to determine your future eligibility to attend FHSU or receive federal financial assistance.

In addition, depending upon the location of your travel and world-wide health conditions existing at the time of your trip, you may be required to visit the Student Health Center within 48 hours of your return. You will be informed of this requirement prior to departure.

**EXCLUSIONS OR
SPECIAL
CIRCUMSTANCES:**

**RELATED
DOCUMENTS:**

Policies:

Forms: Domestic Educational Travel Waiver, International Educational Travel Waiver

Other:

KEYWORDS: Educational travel, domestic, foreign, responsibility, waivers

RESPONSIBLE OFFICE: Internationalization and Global Partnerships

RESPONSIBLE UNIVERSITY OFFICIAL: Provost

ORIGINATION DATE: 12/12/2006

REVIEW CYCLE: 3 years

POLICY ADDRESS:

LAST APPROVED ON: Adopted by ELT 4/8/2016

REVIEW/CHANGE HISTORY: Adopted by President's Cabinet 12/12/06

NEXT REVIEW DATE: 4/2019

**STUDENT WAIVER, RELEASE AND
INDEMNIFICATION AGREEMENT
FOR DOMESTIC EDUCATIONAL TRAVEL**

I am a student at _____ (“the University”) and have agreed to participate in _____ (“the Program”) from _____ through _____. I am not required to participate in the Program. My participation is wholly voluntary. For good and valuable consideration, the sufficiency of which is hereby acknowledged, I agree as follows:

1. I understand that all travel involves risks of injury, bodily harm and even death and I am willing to accept these risks, foreseeable or unforeseeable, in order to participate in the Program. I understand that the University has no duty to provide any preventative or safety measures in relation to this activity and that I must use reason and judgment in all of my activities pursuant to my travel. At all times during this trip, I agree to conduct myself so as to represent myself and the University in a respectful and positive manner, and in accordance with the University’s policies, procedures, and Student Code of Conduct.
2. 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 representatives (in their official and individual capacities) from any and all liability whatsoever and however presented, including liability for negligence for any and all damages, losses or injuries (including death) I sustain to my person or property or both, which arise out of, result from, occur during, or are connected in any manner with my participation in the Program, any related or independent travel, and any activities or field trips irrespective of whether they are sponsored, supervised or controlled by the University in any manner. I understand that in no event will FHSU be responsible for the cost of any medical care or treatment provided to me arising out of any injury, illness or disease as a result of my participation in the Program.
3. 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 attorney’s fees, as a result of my actions, which arise out of, occur during, or are in any way connected with my participation in the Program, any related or independent travel, and any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by the University.
4. I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Kansas, U.S.A.; and that 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.

Dated: _____

Signature

STUDENT STATEMENT OF RESPONSIBILITY, RELEASE, AND INDEMNIFICATION
AGREEMENT TO PARTICIPATE IN AN INTERNATIONAL EDUCATIONAL
TRAVEL PROGRAM

I, _____, am a student at Fort Hays State University (“the University”). I have agreed to participate in the _____ (“the Program”), located in _____. I understand and hereby acknowledge that my participation in the Program is wholly voluntary. For good and valuable consideration, the sufficiency of which is hereby acknowledged, I hereby agree as follows:

- 1) I hereby represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance that provides coverage for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country in which I will be living and/or traveling while on the Program. By my signature below, I certify that my health insurance policy will adequately cover me while outside the United States; and, I absolve the University of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I may incur while I am abroad, or that I may incur once I return as a result of some injury, illness, incident or disease encountered abroad. I agree to report to the University any physical or mental condition I have that may require special medical attention or accommodation during the Program at least thirty (30) days prior to departure.

I understand that as a condition of participation in this Program, I must purchase International Emergency Medical Evacuation and Repatriation Insurance. I understand that for some reason should I not be covered by this insurance, that FHSU shall have no responsibility or obligation with regard to any costs associated with my evacuation or repatriation from _____. For purposes of this acknowledgement, I understand that repatriation is defined as: To restore or return to the country of birth, citizenship, or origin. In addition, I understand and acknowledge that I must provide proof of obtaining such insurance through FHSU officials prior to participating in the Program and that I also must provide proof of having separate medical insurance coverage.

- 2) I understand that the University reserves the right to make changes to the Program itinerary or to cancel all or part of the Program at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. If all or part of the Program is cancelled, prevented or rendered impossible by any act or regulation of any public authority, or by reason of riot, strike, act of God, epidemic, war, civil unrest, terrorism or declaration of disaster by any federal, state, or foreign government and the Program is cancelled (in whole or in part), it is understood and agreed that there shall be no claim for damages by me or on my behalf against the University and the University’s obligations as to the Program shall be deemed waived by me. The University is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the University makes any flight arrangements. Any additional expense resulting from the above will be paid by me. The University reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the University, unless either the host institution or I am obligated to make housing arrangements, in which case I acknowledge the University has no duty or obligation for any such arrangements. My baggage and personal property are my responsibility entirely throughout the Program and any travel incident thereto.

- 3) I understand that all travel, especially travel to a foreign country, involves risks of injury, and I understand that the University has no duty to provide any extraordinary, preventative or safety measures in relation to this activity and that I must use reason and judgment in all of my activities pursuant to my participation in the Program. I hereby release and forever discharge the University, its employees, agents, officers, trustees, and representatives from any and all loss, harm or damages incurred by or

relating to my person, property or belongings during the entire duration of this trip or activity, including harm or damage resulting from the negligence of the above-referenced persons or entities. I further agree to indemnify, defend, and hold harmless the University and any of its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney's fees, which may be asserted against the University as a result of my conduct, which in anyway arises out of, occurs during, or is anyway connected with my participation in the Program, any related travel, and any activities or field trips, irrespective of whether they are sponsored, supervised, or controlled by the University. I intend this release, waiver and indemnification agreement to extend to my heirs, assigns, successors, and personal representatives, if any.

- 4) While I am not required to participate in this educational travel activity, I understand, acknowledge and agree that while participating in the program, I am on official business of Fort Hays State University, and am a representative of the University for purposes of maintaining and enhancing relations with FHSU's partner institutions, and for increasing awareness of FHSU and its programs, in an attempt to attract international students. The University reserves the right, in its sole discretion, to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person, or otherwise reflect poorly on FHSU. Similarly, if my conduct violates any policy or procedure of the University, or any provision of the University's Student Code of Conduct, which I hereby agree shall apply to my conduct while I am abroad, I understand that I may be required to leave the Program in the sole discretion of the University, and I may be referred to the appropriate University officials for further disciplinary action. I understand and hereby acknowledge that I will be subject to discipline by the University, as well as by any institution I attend or in whose facilities I reside in connection with the Program, if I violate either or both institution's rules, policies or student conduct codes. I hereby consent to the jurisdiction of all such institutions to discipline me, separately and cumulatively, for any instance of misconduct which occurs during the Program or during my time abroad.
- 5) I understand and hereby acknowledge that I am aware of and understand the risks and dangers of travel to, in and around _____, including but not limited to the dangers to my own health and personal safety posed by crime, dangerous or vicious animals, adverse weather conditions, remoteness and, in some cases, great distance required to travel to adequate medical care. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks which could arise out of or occur during the Program.
- 6) I may elect to voluntarily participate in various optional field trips and activities during the Program, including, without limitation, trips to the area surrounding _____. I hereby acknowledge that these field trips are not sponsored or controlled by the University, that my participation in them is not required by the University and that my participation in them is wholly voluntary. I understand and hereby acknowledge that I will face an increased and inherent risk of injury, disease or death during the field trip and hereby hold the University and any of its agents, employees, and representatives harmless from any personal injury or property damage suffered by me while participating in this activity. I hereby assume, knowingly and voluntarily, all risk of injury, death, and property damage in connection with the above field trips, as well as my travel to, from, in or around _____, and/or my or my travel to, from, in or around _____. I agree not to travel to _____ or any other country prohibited by the University during the Program (including without limitation periods of independent travel) without the prior written consent of the University.
- 7) I may elect to join one or more clubs, sports or activities affiliated with the University or other universities or entities during the Program. I hereby represent and warrant that my participation in these clubs, sports and activities is not required by the University and is wholly voluntary. I hereby assume,

knowingly and voluntarily, each of the risks which could arise out of, occur during, or result from my participation in a club, sport or activity and/or any travel incident thereto.

- 8) I agree to provide documentation concerning my travel and related expenses, including, but not limited to, the itinerary for my trip, receipts, and airline tickets to FHSU upon my return to FHSU.
- 9) I acknowledge that I have been provided, have read or have had the opportunity to read, all of the provisions contained in FHSU's travel policies. I understand that all of the provisions therein pertaining to students participating in travel are hereby incorporated into this document as if fully set forth herein. I agree to abide by all of the requirements of the policies even if those requirements are in addition to the provisions of this instant document.
- 10) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Kansas, U.S.A.; and that 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.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Dated: _____

Signature

Printed Name

NON-STUDENT WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I _____ have agreed to participate in _____ (“the Program”) from _____ through _____. I am not required to participate in the Program. My participation is wholly voluntary. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1. I understand that all travel involves risks of injury, bodily harm and even death and I am willing to accept these risks, foreseeable or unforeseeable, in order to participate in the Program. I understand that the University has no duty to provide any preventative or safety measures in relation to this activity and that I must use reason and judgment in all of my activities pursuant to my travel. At all times during this trip, I agree to conduct myself so as to represent myself and the University in a respectful and positive manner, and in accordance with the University’s policies and procedures.
2. 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 representatives (in their official and individual capacities) from any and all liability whatsoever and however presented, including, but not limited to claims of negligence, for any and all damages, losses or injuries (including death) I sustain to my person or property or both, which arise out of, result from, occur during, or are connected in any manner with my participation in the Program, any related or independent travel, any activities or field trips irrespective of whether they are sponsored, supervised or controlled by the University in any manner.
3. 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, as a result of my actions, which arise out of, occur during, or are in any way connected with my participation in the Program, any related or independent travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by the University.
4. I understand, acknowledge, and agree that I am not at the time of my participation in the Program, nor will I be construed to be an employee of FHSU. I understand that I act in my own individual capacity with regard to all actions, conduct, and decisions made by me during the Program.
5. While I am not an employee, agent, or representative of FHSU for purposes of this trip, I understand that I may be traveling with FHSU students. I agree not to subject any student participating in the Program to any unusual risk of bodily harm and that I will utilize that judgment exercised by a reasonable prudent person.
6. While I am not an employee, agent, or representative of FHSU, I agree to keep FHSU reasonably informed of the progress of the trip and particularly agree to immediately report any unusual activity or occurrence or any emergency situation that may arise during the trip.
7. I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Kansas, U.S.A.; and that 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.

Dated: _____

Signature

Printed Name

NON-STUDENT STATEMENT OF RESPONSIBILITY, RELEASE, AND INDEMNIFICATION
AGREEMENT TO PARTICIPATE IN AN INTERNATIONAL EDUCATIONAL TRAVEL PROGRAM
IN _____

I, _____ have agreed to participate in _____ in _____ (“the Program”). I understand and hereby acknowledge that my participation in the Program is wholly voluntary. For good and valuable consideration, the sufficiency of which is hereby acknowledged, I hereby agree and acknowledge as follows:

- 1) I hereby represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance that provides coverage for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country in which I will be living and/or traveling while on the Program. By my signature below, I certify that my health insurance policy will adequately cover me while outside the United States; and, I absolve the University of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I may incur while I am abroad, or that I may incur once I return as a result of some injury, illness, incident or disease encountered abroad.
- 2) I understand that the University reserves the right to make changes to the Program itinerary or to cancel all or part of the Program at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. If all or part of the Program is cancelled, prevented or rendered impossible by any act or regulation of any public authority, or by reason of riot, strike, act of God, epidemic, war, civil unrest, terrorism or declaration of disaster by any federal, state, or foreign government and the Program is cancelled (in whole or in part), it is understood and agreed that there shall be no claim for damages by me or on my behalf against the University and the University’s obligations as to the Program shall be deemed waived by me. The University is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the University makes any flight arrangements. Any additional expense resulting from the above will be paid by me. The University reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the University, unless either the host institution or myself is obligated to make housing arrangements, in which case I acknowledge the University has no duty or obligation for any such arrangements. My baggage and personal property are my responsibility entirely throughout the Program and any travel incident thereto.
- 3) I understand that the University has no duty to provide any extraordinary, preventative or safety measures in relation to this activity and that I must use reason and judgment in all of my activities pursuant to the Program. I hereby hold the University, its employees, agents, officers, trustees, and representatives harmless from any and all loss, harm or damages incurred by or relating to my person or property or belongings during this trip or activity, including such loss, harm or damage arising from negligence of the above-referenced persons or entities. I further agree to indemnify, defend, and hold harmless the University and any of its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney’s fees, which may be asserted against the University as a result of my conduct, in which in anyway arises out of, occurs during, or is anyway connected with my participation in the Program, any related travel, any activities or field trips, irrespective of whether they are sponsored, supervised, or controlled by the University. I intend this release, waiver and indemnification agreement to extend to my heirs, assigns, successors, and personal representatives, if any.
- 4) I understand and hereby acknowledge that I am aware of and understand the risks and dangers of travel to, in and around _____, including but not limited to the dangers to my own health and personal safety posed by crime, dangerous or vicious animals, adverse weather conditions,

remoteness and, in some cases, great distance required to travel to adequate medical care. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks which could arise out of or occur during the Program.

- 5) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Kansas, U.S.A.; and that 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.
- 6) I understand, acknowledge, and agree that I am not at the time of my participation in the Program, nor will I be construed to be an employee of FHSU. I understand that I act in my own individual capacity with regard to all actions, conduct, and decisions made by me during the Program.
- 7) While I am not an employee, agent, or representative of FHSU for purposes of this trip, I understand that I may be traveling with FHSU students. I agree not to subject any student participating in the Program to any unusual risk of bodily harm and that I will utilize that judgment exercised by a reasonable prudent person.
- 8) While I am not an employee, agent, or representative of FHSU, I agree to keep FHSU reasonably informed of the progress of the trip and particularly agree to immediately report any unusual activity or occurrence or any emergency situation that may arise during the trip.

Dated: _____

Signature

Printed Name