

Regent University Travel Program

ASSUMPTION OF RISK AND RELEASE AND INDEMNIFICATION AGREEMENT

Regent University organizes travel programs and excursions available to students, faculty, alumni and staff. I understand that Regent University does not and cannot ensure that participation in the travel program is free from risk. In addition to supervised activities, travel programs often include substantial unsupervised time during which participants are “on their own.” Participants may be exposed to risks during both supervised and unsupervised time. I wish to participate in the Regent University Travel Program described below (the “program”), and I understand the nature of the Program and the potential risks involved, including risks of personal injury and death and property damage or loss. I assume sole and full responsibility for my safety during participation in the Program.

PROGRAM DESCRIPTION: Study abroad program in Israel and Jordan to visit the biblical sites related to the Old Testament, the life of Jesus, and the early church. We will also learn about the modern history of these Middle Eastern countries discovering the political and social challenges faced by the Arab and Jewish people living there today.

DATES: FEBRUARY 24-MARCH 10, 2012

In consideration of participation in the Regent University Travel Program, I agree as follows:

1. I will comply with all directions of Regent University officials before, during, or after participation in the Program.
2. Regent University cannot be held responsible for the personal actions of any participant, including myself, which may result in financial plight, involvement with local police authorities, failure to observe travel schedules resulting in missed connections with prepaid transportation, loss of personal effects, or for any illness and/or accident to any Program participant.
3. Regent University and its employees and student organization leaders act only in the capacity of Program planner for the participants in all matters pertaining to hotel accommodations, tours, and transportation whether by air, railroad, motor coach, motor car, steamship, boat or any other means, and I hold them free of responsibility for any loss, injury or damage to person, property or otherwise in connection with any accommodations, transportation, or other services resulting, directly or indirectly, from accidents, acts of government or other authorities, *de jure* or *de facto* wars, whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, medical or customs regulations, delays or cancellations or changes in itinerary or schedules, or from any causes beyond the control of Regent University and its employees or for any loss or damage resulting from improper or insufficient passports or other documents; and Regent University and its employees shall not become liable or responsible for any additional expense or liabilities sustained or incurred by me as a result of any of the foregoing causes.
4. Should I sustain any personal injury of any kind or any property damage as a result of participation in the Program, I hereby release, and shall indemnify, defend and hold harmless Regent University and its governing board, faculty members, agents, employees and student organization leaders from any and all liability, claims, actions, injury or harm to me, or from damage to my property. I understand that this Agreement covers liability, claim, and actions caused entirely or in part by any act or failure to act by Regent University (or its board, faculty, employees or agents), including, but not limited to negligence, mistake or failure due to supervise by Regent University. This Agreement covers all aspects of participation in the Program.

5. This Release and Waiver shall be construed under the laws of the Commonwealth of Virginia and I agree to submit any claims hereunder or otherwise arising out of the Program to binding arbitration in Virginia Beach, Virginia, under the rules of the American Arbitration Association. Each party shall bear its own expenses in such arbitration.

Health Advisory & Special Accommodations

I understand that this program can be rigorous, and some of the events may require demanding physical activities; therefore, participants should possess the ability to:

- Walk one mile without rest
- Stand for 30 minutes without sitting
- Climb three flights of stairs without assistance
- Hear group instruction
- Read and understand written instructions and signs
- Step in and out of busses or shuttles.

Regent University may be unable to provide special accommodations for people with disabilities. If someone needs accommodation or assistance, that person must bring a companion/assistant at full price. Also, those who have a health or mental condition that may interfere with participation in program activities, need to consult with their physician to determine if they are able to participate in a physically demanding study abroad program. If I have any questions regarding special accommodations for people with disabilities , I will contact Carolyn Hughes at 757-352-4867 or by email at chughes@regent.edu.

I have read this entire Agreement. I fully understand it, and I agree to be legally bound by it. No oral representations, statements or inducements have been made with regard to this Agreement or the Program.

Name (please print): _____

Signature: _____ **Date:** _____