

Regent University

Student Travel Programs and Excursions

ASSUMPTION OF RISK AND RELEASE AND INDEMNIFICATION AGREEMENT

Regent University organizes travel programs and excursions available to students. I understand that Regent University does not and cannot ensure that students' participation in the travel program is free from risk. In addition to supervised activities, travel programs often include substantial unsupervised time during which students are "on their own." Students 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 for 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:

DATE(S):

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 and staff or student organization leaders before, during, or after participation in the Program.
2. Regent University cannot be held responsible for the personal actions of any student, 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 persons, 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.
3. 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, costs, and expenses, including, but not limited to, attorneys fees, that may arise from 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 to supervise by Regent University. This Agreement covers all aspect of participation in the Program.

4. In the event that Regent University shall be found liable for any personal injuries or property damage, I agree that Regent's sole responsibility shall be to refund to me any fees charged by Regent University for the Program, and I waive all other claims for damages, loss, injury, cost or expense.
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.

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.

Student name (please print): _____

Student signature: _____ Date: _____

-----FOR ACCOMPANYING CHILDREN-----

I do hereby give my permission and consent for my child to participate in the Program and agree to be fully bound by the terms and conditions of this Agreement on behalf of myself/ourselves as his/her parent(s)/guardian(s). I/we agree that the provisions of this Agreement, including, but not limited to, the provisions relating to the release, indemnification and holding harmless of Regent University and its agents, employees, board, and faculty are applicable to me/us and that I/we are bound thereby. I/we further acknowledge that my child is covered by adequate medical and/or accident insurance. No oral representations, statements or inducements have been made to me/us with regard to this Agreement or the Program.

Parent/guardian name (please print):

_____ Relationship: _____

Parent/guardian signature:

_____ Date: _____

Parent/guardian name (please print):

_____ Relationship: _____

Parent/guardian signature:

_____ Date: _____

Please return this signed for the person in charge of the excursion.

Witness/Receiving signature: _____ Date: _____
Name: _____
Title: _____