

REGENT UNIVERSITY

Study Abroad Program – Assumption of Risk, Release, and Indemnification Agreement

This Agreement applies to all Regent University (“Regent”) study abroad and international travel programs — short-term faculty-led trips, semester and year-long programs, internships, mission trips, conferences, and any other Regent-organized or Regent-sponsored international activity (the “Program”) — and to enrolled students, faculty, staff, and Approved Guests (collectively, “Participants”). “Approved Guest” means a non-student or non-employee participant whose participation has been formally approved in writing by the Sponsoring School or Department in accordance with Regent’s guest approval policy.

Program Identification

Program Name:		Destination(s) / Country:	
Program Start Date:		Program End Date:	
Faculty Program Leader:		Sponsoring School / Department:	
Participant Full Legal Name:		Date of Birth:	
Participant Status (circle one): Student ☐ / Faculty ☐ / Staff ☐ / Approved Guest ☐			

Section 1 — Voluntary Participation and Assumption of Risk

- 1.1. Voluntary Participation.** I am participating in the Program voluntarily and may decline or withdraw at any time, subject to the financial terms of Section 7.5. My participation in this program is not required for employment, enrollment, or academic standing except when the travel experience constitutes an academic requirement for a particular program.
- I have had the opportunity to ask questions of the trip organizers regarding the trip and associated risks.
- 1.2. Inherent Risks.** I understand international travel involves inherent risks that cannot be eliminated regardless of Regent’s care, including: personal injury, illness, disability, or death; loss, damage, or theft of personal property and travel documents; transportation accidents (aircraft, trains, buses, motor vehicles, boats, and other conveyances); crime, including theft, assault, fraud, kidnapping, and terrorism; civil unrest, political instability, war or hostilities (declared or undeclared), and acts of government; natural disasters, severe weather, earthquakes, volcanic activity, floods, and fires; communicable diseases, endemic illnesses, epidemics, and pandemics, including those for which no effective treatment or vaccine may exist; foodborne and waterborne illness, including contamination of food and water supplies that meet local but not U.S. standards; differences in safety standards, building codes, vehicle standards, road conditions, and emergency response; limited or substandard medical care, including unavailability of medications, blood products, or procedures considered standard in the United States; cultural, linguistic, and legal differences that may create unforeseen consequences; risks arising from my own actions, those of fellow Participants, and those of third parties; and risks I cannot anticipate, including risks unique to the specific destination(s).
- 1.3. Destination-Specific Risks.** I have reviewed the U.S. Department of State Travel Advisory (<https://travel.state.gov/content/travel.html>) and CDC travel health notices (<https://wwwnc.cdc.gov/travel>) for each destination on the itinerary and accept the specific risks they identify.
- 1.4. Travel Documents and Entry Requirements.** I am solely responsible for obtaining and maintaining valid travel documents (passport, visas, entry permits) for every jurisdiction on the itinerary, for verifying entry and exit requirements, and for promptly notifying the Faculty Program Leader of any condition that could affect my ability to enter or leave a destination (including past deportations, denials of entry, criminal records affecting entry, or pending immigration matters).
- 1.5. Full Assumption of Risk.** I knowingly and voluntarily assume all risks of participating, known and unknown, foreseen and unforeseen, and assume sole and full responsibility for my safety, health, property, and well-being during participation.

☐	I have read Section 1 and certify that I am participating voluntarily and have reviewed the U.S. State Departments recommendations for this location and accept the risks they identify.
☐	I understand that I am solely responsible for obtaining and maintaining valid travel documents including foreign entry and exit documents.

Section 2 — Personal Health Status, Allergies, and Individualized Risks

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- 2.1. Physician Consultation and Self-Assessment.** Physical conditions and medical care in some parts of the world may not meet United States standards, and certain levels of medical care may not be present in the travel destination. I certify that I have consulted, or had the opportunity to consult, my personal physician, mental health provider, and any other treating clinicians regarding my participation, having disclosed the destination(s), duration, activities, physical demands, climate, and altitude of the Program. I have honestly self-assessed my physical fitness, mental health, and overall ability to participate safely. I am not aware of any condition that would make my participation unsafe for me or others, and I confirm I can meet the Program's physical demands.
- 2.2. Pre-Existing Conditions — Elevated Risk.** If I have any pre-existing physical or mental health condition, chronic illness, disability, or other health concern, I specifically assume the elevated risks participation may create, including: exacerbation, complication, or recurrence of my condition while abroad; limited or unavailable access to specialists, medications, equipment, or treatments I normally rely upon; delayed diagnosis or treatment due to language barriers, differing medical practices, or remote locations; effects of travel stress, time zone changes, sleep disruption, climate, altitude, diet, and physical exertion; and risks from continuing my medication regimen abroad, including supply, storage, customs restrictions, and interactions. Regent will not exclude a Participant from a Program based on disability or health status except where, based on an individualized assessment, the Participant poses a direct threat to the health or safety of self or others that cannot be eliminated or reduced to an acceptable level through reasonable modifications consistent with applicable law.
- 2.3. Severe Allergies — Specific Acknowledgment.** If I have any severe allergy (food, insect sting, medication, latex, environmental, or other), I acknowledge that: (a) foreign food labeling, manufacturing, and cross-contamination standards differ from U.S. FDA requirements, and allergens may not be disclosed or controlled as I expect; (b) I am solely responsible for communicating my allergies in the local language at restaurants, hotels, and medical facilities; (c) emergency facilities abroad may not stock my specific medications, including epinephrine auto-injectors of the brand or dosage I use; (d) I am responsible for carrying my own emergency medications (auto-injectors, antihistamines, rescue inhalers) on my person at all times during the Program, in sufficient quantity for the full duration; (e) I will inform the Faculty Program Leader of any severe allergy requiring emergency intervention, the location of my emergency medication, and instructions for its use, before the Program begins; and (f) Regent, its employees, and fellow Participants are not trained medical providers, and any assistance rendered in an allergic reaction emergency is in good faith and without guarantee of outcome. Regent's commitment: the Faculty Program Leader will retain allergy information disclosed under this Section in a sealed emergency envelope, share it with treating providers in an emergency, and destroy the information at the conclusion of the Program.
- 2.4. Mental Health, Reproductive Health, and Changes.** If I have a current or past mental or behavioral health condition (depression, anxiety, bipolar disorder, PTSD, eating disorders, substance use disorders, psychotic disorders, or others), I acknowledge international travel can exacerbate symptoms through cultural disorientation, separation from support systems, sleep disruption, alcohol availability, and limited access to medications and providers, and have considered these risks with my provider. If I am pregnant, may become pregnant, or am breastfeeding, I acknowledge specific destination risks including Zika virus and other teratogenic exposures, limited prenatal care, and restricted reproductive healthcare access, and have consulted my physician. If my health status changes materially between signing and the Program start date — new diagnoses, medications, surgeries, hospitalizations, pregnancy, or any condition affecting safe participation — I will promptly notify the Faculty Program Leader in writing (email or letter), with a copy to Academic Affairs. Regent reserves the right, consistent with applicable law and Section 2.2 above, to require additional documentation or modify continued participation.
- 2.5. No Collection of Detailed Medical Records.** Regent is not requiring and does not seek to collect my detailed medical records, diagnoses, medication lists, or other protected health information as part of this Agreement. The certifications in this Section are based on my own knowledge of my health. Information I voluntarily share with the Faculty Program Leader for emergency preparedness will be limited to what is necessary, treated with discretion, and destroyed at the conclusion of the Program.

Section 3 — Disability, Accessibility, and Accommodations Abroad

Regent does not discriminate on the basis of disability in determining eligibility to participate and welcomes Participants with disabilities. Regent engages in an interactive accommodation process for international Programs. The international setting nonetheless imposes practical limitations.

- 3.1. Limited Reach of U.S. Disability Law Abroad.** The ADA, Section 504 of the Rehabilitation Act, and other U.S. disability laws apply to Regent's domestic operations but do not impose accessibility requirements on foreign governments, foreign hotels and lodging, foreign transportation providers, foreign restaurants, foreign medical facilities, foreign cultural sites, or other third parties Regent does not control.
- 3.2. Accessibility Limitations of International Travel.** Study abroad experiences often involve historic buildings, cultural sites, and lodging without elevators, ramps, or accessible bathrooms; cobblestone streets, uneven terrain, stairs, and substantial walking; public transit and tour transportation, or other conditions that may not be wheelchair-accessible; limited or no availability of

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sign language interpreters, real-time captioning, audio description, or other communication accommodations; limited or no availability of accessible dietary options, sensory accommodations, or quiet spaces; service animal recognition that differs from U.S. law, including quarantine, vaccination, and import restrictions that may make bringing a service animal impractical or impossible; and mental health, counseling, and crisis resources that may be limited, language-barriered, or unavailable. In addition, other countries may not require the same level of warnings for food contents, allergy risk or other situations that is required in the United States.

- 3.3. Interactive Accommodation Process.** If I have a documented disability and may need accommodations, I will contact Regent's Disability Services office as early as possible — and no later than ninety (90) days before the Program start for short-term programs, one hundred twenty (120) days for semester or longer programs — provide requested documentation, engage in good faith to identify which accommodations can and cannot be provided, and receive a written determination. Late requests may not be possible to fulfill due to third-party coordination lead times and do not obligate Regent to delay or modify the Program. However, Regent's Disability Services office may not be aware of all situations that travelers may encounter during the Program, and therefore, may not be able to anticipate all accommodations that may be necessary or may not be available during the trip.
- 3.4. Assumption of Risk; No Waiver of U.S. Law.** If I choose to participate after being informed a requested accommodation cannot be provided or if obstacles are encountered during the trip, I knowingly assume the risks created by its absence and bear responsibility for navigating those limitations.
- 3.5. Personal Care Attendants.** Some Participants may require a personal care attendant (PCA) to assist with activities of daily living (such as personal hygiene, dressing, transferring, or hands-on medical care) that Regent personnel are not obligated to provide and are not trained to perform. If, through the interactive process under Section 3.3, Regent determines in consultation with the Participant and Disability Services that participation requires a PCA, the Participant is responsible for identifying, arranging, and paying the costs of the PCA, including the PCA's travel, lodging, meals, insurance, and Program fees. The PCA must independently meet Program eligibility requirements and execute this Agreement. This provision applies only where an individualized assessment has determined that PCA support is necessary; it is not a general requirement of all Participants who request accommodations.

☐	I have read Section 2 and certify that I have honestly assessed my personal health risks, consulted appropriate medical providers, and accept full responsibility for the risks my individual health status creates for my participation.
☐	I have read Section 3 and understand the accessibility limitations of international travel. If I require accommodations, I will engage with Disability Services within the timelines stated.

Section 4 — Insurance, Emergency Medical Authorization, and Financial Responsibility

- 4.1. Regent Insurance and Personal Insurance.** Regent provides Global Medical Study Abroad Insurance (RCM&D / AXA Assistance) with specific limits, exclusions, and conditions; I am responsible for reviewing the policy summary and ID card before departure. This coverage does not replace my personal health insurance, which I am responsible for maintaining. I acknowledge HMO, Medicaid, TRICARE, and other insurance plans may have limited international coverage and have investigated my coverage.
- 4.2. Financial Responsibility.** I am responsible for all medical, dental, psychiatric, evacuation, repatriation, and related costs not covered by Regent's policy or my personal insurance, including up-front payments foreign facilities may require. I may opt to purchase additional insurance coverage on my own.
- 4.3. Emergency Medical Authorization.** If I am injured, become ill, or am otherwise unable to give informed consent during the Program, I authorize the Faculty Program Leader, other Regent personnel, AXA Assistance, attending physicians, hospitals, ambulance services, and other qualified emergency responders to administer or arrange such emergency medical, surgical, dental, psychiatric, or related treatment at my expense as they reasonably deem necessary. This authorization extends only to emergency treatment rendered in good faith and reasonably believed necessary; it is not a delegation of medical judgment to Regent personnel, who are not medical providers and act only to summon care until I can resume making decisions or a qualified provider takes over. I authorize Regent to communicate with my Emergency Contact(s) about my condition and care as reasonably necessary. This authorization does not require Regent to provide care and does not make Regent responsible for the medical decisions of treating providers.
- 4.4. Personal Effects in Emergency.** In the event of medical evacuation, hospitalization, repatriation, or death, I authorize Regent to take reasonable steps at my expense to secure and arrange return of my personal effects, to communicate with my Emergency Contact(s) and family regarding my circumstances, and to coordinate with my insurance carrier, treating providers, and the U.S. consulate as appropriate.

Section 5 — Conduct, Compliance, and Removal from Program

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- 5.1. Compliance and Conduct.** I will comply with all reasonable directions of Regent officials, Faculty Program Leaders, staff, and student organization leaders before, during, and after the Program, and will uphold Regent's Standard of Personal Conduct (Student Handbook) and applicable employee or guest conduct standards, on and off Regent property.
- 5.2. Mandatory Pre-Departure Orientation.** I will attend the mandatory pre-departure orientation. I understand that failure to attend may result in removal from the Program at Regent's discretion.
- 5.3. Prohibited Substances and Local Laws.** Consistent with Regent's policies prohibiting alcohol, illegal drugs, and tobacco in on-campus housing, possession or use of these substances in any Program lodging is prohibited and will result in discipline. I will comply with the laws of every jurisdiction I enter; some conduct legal in the United States may be illegal abroad, and Regent cannot and will not intervene in foreign legal proceedings.
- 5.4. Emergency and Protective Action Authority.** I authorize Regent and the Faculty Program Leader to take reasonable protective action in response to emergencies, public health threats, security incidents, or destabilizing events, including but not limited to directing Participants to shelter in place, relocate, modify the itinerary, or evacuate. I will comply promptly with such directions.
- 5.5. Removal.** Regent may remove me from the Program for violation of conduct rules, disruptive or endangering behavior, or conduct that could bring the Program or Regent into disrepute. The decision is final and not subject to appeal. If removed, I bear all costs of returning to the United States (including airfare changes, lodging, and ground transportation), bear full responsibility for academic consequences (including loss of credit, with no academic remedy from Regent), and forfeit any unused portion of fees paid.
- 5.6. Unsupervised Time.** The Program includes substantial unsupervised time when I am responsible for my own decisions and safety. I assume full risk for activities undertaken during unsupervised time, including side trips, regardless of whether such time is covered by Regent's insurance policy.

Section 6 — Title IX, Reporting, and Participant Resources

- 6.1. Title IX Applies Abroad.** Regent's policies prohibiting sex- and gender-based discrimination, sexual harassment, sexual assault, dating violence, domestic violence, and stalking apply to this Program as a Regent education program or activity. I may report such conduct to the Regent Title IX Coordinator at any time, including during and after the Program. Title IX Coordinator contact information is provided in the pre-departure orientation materials and at <https://www.regent.edu/student-life/title-ix/>.
- 6.2. Mandatory Reporters and Incident Reporting.** Faculty Program Leaders and most Regent employees are Responsible Employees / mandatory reporters who must promptly report disclosures of sex- or gender-based misconduct to the Title IX Coordinator. Confidential resources (licensed counselors, clergy in a pastoral role) are available as alternatives. I will report to the Faculty Program Leader any incident affecting my safety, the safety of other Participants, or the integrity of the Program.

Section 7 — Release, Indemnification, Cancellation, and Limitation of Remedy

- 7.1. Release of Claims.** To the maximum extent permitted by law, and in consideration of being permitted to participate, I, on behalf of myself, my heirs, executors, administrators, personal representatives, assigns, and next of kin, fully release, waive, and discharge Regent University and its governing board, trustees, officers, faculty, employees, agents, volunteers, student organization leaders, contractors, and representatives (the "Released Parties") from any and all liability, claims, demands, actions, causes of action, costs, and expenses (including attorneys' fees) on account of injury, death, disability, property damage, or property loss arising out of or related to my participation, however caused, including but not limited to any negligent act or omission of the Released Parties.
- 7.2. Indemnification.** To the maximum extent permitted by law, I will indemnify, defend, and hold harmless the Released Parties from any and all liability, claims, demands, actions, causes of action, costs, and expenses (including reasonable attorneys' fees) brought by me, by any third party on my behalf, or by any person claiming through me, arising out of or related to my participation.
- 7.3. Limitation of Remedy.** If the Released Parties are nevertheless found liable for any cause arising out of the Program, the sole and exclusive remedy shall be refund of the Program fees I paid to Regent, and I waive all other claims for damages, loss, injury, cost, or expense to the maximum extent permitted by law. This limitation does not apply to liability arising from gross negligence or willful misconduct.
- 7.4. Acts Beyond Regent's Control; Third-Party Providers.** Released Parties are not responsible for loss or damage resulting from acts of government, war (declared or undeclared), terrorism, civil unrest, strikes, riots, theft, epidemic or pandemic, quarantine, medical or customs regulations, delays or cancellations, itinerary changes, weather, any cause beyond Regent's reasonable control, or improper or insufficient passports, visas, or other travel documents. Regent acts only as Program planner with respect to hotels, tours, transportation, restaurants, and other third-party services, which it does not own, operate, or control and for whose acts or omissions it is not responsible.

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7.5. Cancellation, Modification, and Refunds. Regent may cancel, postpone, shorten, modify, or relocate the Program in response to events beyond its reasonable control — instability in a destination country, acts of God, war, terrorism, public health emergencies, quarantine, currency fluctuations, government restrictions, severe weather, or similar circumstances making the Program impossible, unsafe, or commercially unreasonable in Regent’s judgment — and such action is not a violation of obligations to any Participant. Regent incurs non-refundable costs in advance, and refunds may be unavailable or limited to amounts Regent recovers from third parties. If I voluntarily withdraw before or during the Program, I forfeit any non-refundable fees and bear my own return-travel costs.

Section 8 — Photo Release, Governing Law, and General Provisions

- 8.1. Photo and Likeness; Social Media.** I grant Regent the right to use photographs, video, audio recordings, and quotations of me captured during the Program for educational, promotional, and institutional purposes without further compensation. If I opt out using the check-box in Section 9 below, Regent will not capture me in promotional materials during the Program and will make reasonable efforts to remove me from prospective materials, but cannot recover or retract materials already distributed. I will not post, share, or publish content from the Program that could endanger any Participant, disclose another Participant’s private information without consent, violate local law, or bring Regent into disrepute.
- 8.2. Governing Law.** This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.
- 8.3. Binding Arbitration.** Any claim arising out of or relating to the Program or this Agreement shall be resolved by binding arbitration in Virginia Beach, Virginia, under the rules of the American Arbitration Association, with each party bearing its own expenses, subject to any carve-outs required by applicable federal law. In any such arbitration, the arbitrator shall be obligated to apply the provisions of this Agreement. The arbitrator shall not have the power or authority to award punitive or exemplary damages.
- 8.4. Severability.** If any provision of this Agreement is unenforceable, the remainder remains in effect and the unenforceable provision is reformed to the minimum extent necessary.
- 8.5. Entire Agreement.** This Agreement, with any program-specific addenda, is the entire agreement between me and Regent regarding the Program; no oral representations or inducements have been made.
- 8.6. Electronic Signature.** An electronic signature on this Agreement is as valid as a handwritten one.
- 8.7. Record Retention.** Regent will retain this signed Agreement for a minimum of seven (7) years after the Program concludes.

Section 9 — Photo Release Opt Out

☐	Check this box if you wish to opt out of Regent’s use of your photograph, video, audio recording, or quotation for educational, promotional, or institutional purposes (per Section 8.1). Leaving the box unchecked constitutes consent.
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Section 10 — Acknowledgment of Understanding and Signature

I have read this entire Agreement.

By signing below, I, the participant certify that:

1. I have read this agreement in its entirety and understand its provisions;
2. I understand the disclosed risks;
3. I have had the opportunity to ask questions and consult an attorney;
4. My participation is voluntary;
5. I knowingly assume the risks associated with the U.S. State Department travel advisory for my trip location/s;
6. I understand that circumstances may deteriorate rapidly before or during travel;

I fully understand the Agreement and voluntarily agree to be legally bound by every provision, including the assumption of risk, release, indemnification, limitation of remedy, governing law, and arbitration provisions. No oral representations, statements, or inducements have been made with regard to this Agreement or the Program.

Participant Printed Name:

Participant Signature:

Date:

Emergency Contact Information

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Emergency Contact Name:

Relationship:

Primary Phone (incl. country code):

Secondary Phone:

Email:

Secondary Emergency Contact:

Parent or Legal Guardian Consent (Participants Under Age 18)

Complete only if the Participant is under 18. By signing below, the parent or legal guardian acknowledges this Agreement on behalf of themselves and the minor child.

I am the parent or legal guardian of the Participant named above. I have read and understand this entire Agreement. I give my permission and consent for my child to participate in the Program and agree to be bound by every provision on my own behalf to the extent permitted by law. The assumption of risk, release, hold-harmless, limitation of remedy, governing law, and arbitration provisions apply to me to the extent permitted by law. I covenant not to sue Regent on behalf of my child for claims that I am legally authorized to release or waive. I will indemnify, defend and hold the Released Parties harmless from and against all claims asserted by my child. I confirm my child is covered by adequate medical and accident insurance. I authorize emergency medical treatment for my child as described in Section 4.

Parent / Guardian Printed Name:

Relationship to Participant:

Parent / Guardian Signature:

Date:

Questions about this Agreement should be directed to Regent University Academic Affairs and the Office of General Counsel. The signed Agreement filed with Academic Affairs is the controlling record.