



UNIVERSITY OF THE INCARNATE WORD
RELEASE, WAIVER OF LIABILITY and HOLD HARMLESS AGREEMENT
for Students Participating in a University Program

Please print and complete in full.

Name _____

Permanent Address (Street, City, State, Zip) _____

Date of Birth _____

Student ID Number: _____

Program Name (include city, state where Program to be held): _____

Program Dates: _____

Authority: I am a student at the University of the Incarnate Word (UIW) that will be participating in a University Program (Program) described above. I am not required to participate in this Program; my participation is voluntary. I represent and acknowledge by my signature below that I am at least eighteen (18) years of age and am fully competent to sign this Release, Waiver of Liability and Hold Harmless Agreement (Agreement). I acknowledge that I am signing this Agreement on my behalf and I agree to be bound by its terms.

Personal Insurance: I agree, represent and warrant that I will maintain throughout the Program a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I sustain or experience during my participation in the Program. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me while during my participation in the Program, and I hereby release and discharge UIW from all responsibility and liability for any injuries, illnesses, medical bills, or similar expenses I incur through my participation in the Program.

Medical treatment and expenses: I authorize UIW Student Health Services to provide basic first aid treatment in an emergency situation, without incurring any liability. I authorize UIW to take actions it deems necessary, including securing medical treatment for me as needed, all at my own expense. I release UIW from any liability for the quality, timeliness and outcome of any such medical care received or for any expenses incurred.

Transportation: I understand and acknowledge that UIW does not and cannot guarantee the safety and/or security of any transportation that may be utilized as a result of my participation in this Program.

Assumption of Risk: I acknowledge and accept that the transportation and participation in this Program may expose me to hazards and risks to my health, including illness, including communicable diseases such as COVID-19, injury, or death, and that UIW cannot control all of these risks. I acknowledge and certify that I know of no medical reason why I should not participate. I agree that while participating in this Program, I will abide by the guidelines set forth in the UIW Student Code of Conduct and will adhere to all other applicable rules, regulations, and laws while participating in this Program. I agree that if I no longer am participating in the program due to any reason, including but not limited to, being expelled for not meeting my financial obligations and/or deadlines, breaking host/home country laws, and/or decide to drop from the course/university while I am abroad, that I am an independent traveler and I will not hold the university responsible for any occurrences while traveling or participating as part of this Program. I understand that UIW will not be responsible for any medical expenses associated with any property or personal injury I may sustain. I certify that I have read and understand this document.

COVID-19: I understand that by participating in this Program, I assume the risk of contracting or spreading COVID-19. I agree to take precautions to take to minimize such risks, and agree to follow CDC guidelines, including immediate departure from campus and self-quarantine, in the event that (a) I have or had contact with a person with a confirmed case of COVID-19, (b) I experience COVID-19 symptoms, or (c) I have tested positive for COVID-19. **I acknowledge and accept the following: (a) UIW will not provide COVID-19 contract tracing or testing; (b) if I test positive for COVID-19 prior to the start of the Program, I will receive a refund of my Program fee; however, if I become sick with COVID-19 symptoms or test positive for COVID-19 after the Program has begun, I will not receive a refund of my Program fee; (c) if another participant in the Program becomes ill with COVID-19 symptoms after the Program has begun, the Program may be cancelled without a refund; and (d) the Program will be cancelled if Program staff and/or participants are non-compliant with UIW's COVID-19 protocols.**

Release: In consideration of UIW permitting me to participate in this Program, I release UIW, its Board of Trustees, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, and assigns for any and all claims, demands and

causes of action for any and all loss of personal property, illness or injury to me, including my death, arising out of, caused by, occurring during or in any way connected with this International Program and/or any travel incident thereto, including injuries caused by my own negligence or negligence of UIW, its employees and representatives, or any other participant, that may be sustained by me while participating in this Program.

Indemnity, Hold Harmless, and Waiver: I agree to indemnify and hold harmless, waive and covenant not to sue UIW and its Board of Trustees, officers, employees, and representatives from liability for the illness, including communicable diseases such as COVID-19, injury, or death sustained by me or any person(s) and damage to property that may result from my negligent or intentional act or omission in while participating in the Program or as an independent traveler and/or any travel incident thereto. It is my express intent that this covenant not to sue and agreement to hold harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT IS A RELEASE, WAIVER AND HOLD HARMLESS OF LIABILITY AND INDEMNIFICATION OF ALL CLAIMS AND CAUSES OF ACTION FOR ANY INJURY OR DEATH TO MYSELF THAT OCCURS WHILE PARTICIPATING IN THE INTERNATIONAL PROGRAM AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

THIS DOCUMENT WILL BE CONSIDERED EFFECTIVE ON THE DATE SIGNED.

*Student Participant Signature: _____ Date Signed: _____

*Must be at least eighteen (18) years of age