

STOCKTON UNIVERSITY
STATEMENT OF RESPONSIBILITY AND AUTHORIZATION
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
FOR STUDENT TRAVEL 100 MILES FROM CAMPUS

I, _____ am a student at Stockton University in the State of New Jersey (“the University”). My participation in this educational program traveling to _____ is wholly voluntary. In consideration of the agreement to permit me to participate in this program, the receipt and legal sufficiency of which is hereby acknowledged, I agree as follows:

- 1) Participation involves the normal risks of travel, natural disaster and exposure to volatile or uncertain political situations. The University assumes no responsibility for the risks inherent in travel and living abroad. I understand that the University will provide me with a current U.S. State Department travel advisory/warning.
- 2) If applicable, I give the University the right to forward my transcripts, advising documents, application forms for study overseas, or other off-campus programs, and other pertinent information, e.g., financial aid information, to appropriate institutions, such as universities or colleges overseas.
- 3) I understand that I have a responsibility for my own safety and health and understand that on occasion accidents or sudden illness do occur, at such time, the University may seek to contact parents and ask them and me, when able, to help decide treatment. In emergency cases, when this consultation is not possible, the University will rely on the advice and judgment of physicians or qualified medical personnel and overseas resident doctors.
- 4) I release all claims for the administration of medical treatment, medication, hospitalization, surgery and related health care given under the supervision of and on the advice of any licensed physician or surgeon, without prior consent of the undersigned while participating in, and traveling to and from this program.
- 5) I hereby represent and warrant that I am and will be covered throughout the program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience at home or abroad, and more specifically, in the countries in which I will be living and/or studying while in the program. The University shall not be responsible for any claims of liability for any injuries, illnesses, claims, damages, charges, bills and/or expenses I may incur while I am abroad.
- 6) I understand the University has arranged for certain medical coordination services through a program administered and operated by Assist America. I understand that in order to access these services I must make all arrangements through Assist America and that neither Assist America nor the University will reimburse me for similar services made by myself or by an individual on behalf of myself with another provider.
- 7) I agree to report to the University’s Director of the program, at least ninety (90) days prior to departure any physical or mental condition I have which may require special medical attention or accommodation during the program.
- 8) I understand that the University reserves the right to make changes to the program itinerary at any time and for any reason, with or without notice, and that the University shall not be liable for any loss whatsoever to participants by reason of any such cancellations or changes.

9) The University shall not be responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the participant or the University made flight arrangements. I agree to pay any additional expenses resulting from such changes.

10) The University reserves the right to substitute hotels or types of accommodations or housing at any time. Specific room and housing assignments are within the sole discretion of the University.

11) I understand and acknowledge that the University assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, force majeure war, quarantine, civil unrest, public health risks, criminal activity, terrorism, accident, injuries or damage to property, bankruptcies of airlines or other service providers, inconveniences caused by common carriers, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carrier beyond the University's control, with or without notice, or for any additional expenses occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the University will not be responsible for my hotel, transfer, meal costs or other expenses. My baggage and personal property are carried at my risk entirely.

12) The University reserves the right 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. Similarly, if my conduct violates any policy or procedure of the University, I understand that I may be required to leave the program and return home at my own expense in the sole discretion of the University's agents and representatives, and may be referred to the appropriate University officials for further disciplinary or other action. In such event, no refund will be made for any unused portion of the program. The right to issue a refund shall be reserved by the University, in its sole discretion as is its right, to cancel the program or any aspect thereof after departure, including requiring that all participants return to the United States, if the University determines or believes that any person is or will be in danger if the program or any aspect thereof is continued.

13) I am personally responsible for complying with all regulations and laws of the host educational institutions, resident accommodation and the local government(s).

14) I understand that while traveling in and participating in this program, I am personally responsible for my actions and the resulting consequences of my conduct. Should I violate the laws or regulations of the jurisdictions in which I am traveling, I accept full responsibility for such violations of law and regulations, including the payment of any fines, legal expenses and other associated costs. I understand that the group must maintain its travel schedules, which means that if local authorities detain me, the group may proceed without me. In that event, I assume full responsibility to secure travel arrangements to return to the group or to return home, and will assume any additional costs that may be incurred for travel.

15) I understand that the University cannot guarantee my personal safety or the safety of my personal property while traveling either in the United States or in a foreign country. I will exercise good judgment at all times. Stockton University will not be liable for any personal injuries which I may suffer or for any loss or damage to my personal property while on the above trip program.

16) During the travel program, I will not deviate from the established itinerary. I will remain in contact with members of the group at all times and will notify the group leader in writing of activities to be attended during "free time".

17) In addition to anything stated above, I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby release, acquit 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 for any and all damages, losses or injuries (including death) I sustain to my person or property, or both, including but not limited to any claims, demands, actions, causes of action, judgment, damages, and costs, including attorney's fees, which arise out of, result from, occur during or are connected in any manner with my participation in the program and/or any travel incidental thereto.

18) I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the State of New Jersey, the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, losses, damages, judgments or expenses, including attorney's fees, that they or any of them incur or sustain as a result of any claims, demands, actions or causes of action that arise out of, occur during, or are in any way connected with my participation in the program and/or travel incidental thereto.

19) I agree to this Statement of Responsibility and Authorization; Waiver, Release and Indemnification Agreement and understand it is to be construed under the laws of the State of New Jersey, including but not limited to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), the New Jersey Charitable Immunity Act (N.J.S.A. 2A:53A-7 et seq.) and venued in the courts of New Jersey, County of Atlantic, and that if any portion thereof 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 I will abide by each of the terms and conditions, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Signature: _____

Name – Printed: _____

Dated: _____

Parent: _____

(If Student is Under Age 18)

Name – Printed: _____

Dated: _____

HOME ADDRESS: _____

TELEPHONE: _____

COURSE/COUNTRY/SEMESTER: _____

Attach copy of Bio Page of Passport to waiver form.

Attach copy of Health Insurance Card to Waiver form.

U.S. State Department Travel Announcements/Warning (Attached)

The below section must be notarized if traveler elects to extend the trip beyond the duration of the University sponsored trip.

***** For Travelers 18 years and older.** I certify that I am 18 years or older and desire to extend my travel for personal reasons beyond the original destination point and time period of the University-Sponsored trip or program. I understand that should I elect to make personal travel plans independent of the University at the end of the program, I will be considered released from the official program and the University shall have no further duty or obligations pertaining to my personal travel itinerary and plans. I understand that should I elect to be released from the program, I will be responsible for all aspects of my itinerary, including health, safety and transportation concerns, and voluntarily assume all risks associated with respect to such personal travel plans.

_____ I elect to be released from the program or trip and to extend my travel for personal reasons beyond the University sponsored trip.

In witness whereof, I set my hand this _____ day of _____, 20__.

Signature of Traveler

Witness

Notary Commission and Seal

My Commission Expires _____