

## **Stanford University Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement For Travel**

The parties to this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement for Travel (“Agreement”) are \_\_\_\_\_ (Participant), \_\_\_\_\_ (Participant’s parents or legal guardian), if Participant is under 18 years of age, all referred to hereafter jointly and severally as “Participant”) and the Board of Trustees of the Leland Stanford Junior University, its officers, trustees, faculty, agents, representatives, volunteers, students and employees (collectively referred to hereafter as “Stanford”). Participant enters into this agreement in consideration for being permitted to voluntarily participate in a Stanford program or activity that involves travel or residency off the Stanford University campus, either within or outside of the United States (“Program”).

**Assumption of Risk.** Participant expressly understands and agrees that the Program presents risks to Participant and his/her property and that Stanford cannot guarantee the safety of Participant. Participant understands and agrees that the Program activities may be dangerous and may involve risks to personal safety and physical risks which can range from (but are not limited to): minor injuries such as scratches, bruises, and sprains to catastrophic injuries, including paralysis and death. Participant understands and agrees that the Program involves international travel and may involve unfamiliar or different terrain, customs, climate, food and drink, laws, social and sexual mores, sports practices, rules and regulations, communications, criminal and law enforcement activities, disability access, driving practices and road conditions, premises conditions and/or maintenance. Risks may also include: disease, inadequate health care, natural disasters, acts of God, war, civil unrest, terrorism, kidnapping and assault, physical violence, verbal abuse, sexual abuse, short and/or long term disability, loss of income and/or career and earning opportunities.

Participant is responsible for researching and evaluating the risks he/she may face and is responsible for his/her actions. Any activities that Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved. This includes, but is not limited to, risks associated with the consumption of alcoholic beverages and/or drugs or other intoxicants, property loss, injury to person or property, or death arising out of traffic accidents,

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assault, and theft or other activities. Participant acknowledges that Participant has reviewed the advisories posted by The United States Department of State currently located at [http://travel.state.gov/travel/cis\\_pa\\_tw/cis\\_pa\\_tw\\_1168.html](http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html) and by the U.S. Centers for Disease Control health advisory at <http://wwwnc.cdc.gov/travel/>.

Participant acknowledges that it is Participant’s responsibility to take every precaution to safeguard his/her health and personal belongings from damage or theft. Participant acknowledges that Stanford recommends that Participant never travel alone, particularly at night.

***It is Participant’s intention that this assumption of all risks shall be legally binding and a complete bar to Participant, Participant’s heirs, personal representatives, relatives and assigns. This assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from Participant’s participation in the Program and residing and traveling outside of the United States, including but not limited to those risks listed above.***

Participant further recognizes, understands and agrees that Stanford does not assume responsibility for any liability as regards damage or injury that may be caused by Participant’s negligence or willful acts committed prior to, during or after participation in the Program, or any liability, damage or injury caused by others, including other participants. Participant agrees that Stanford shall not be subject to claims or suit to be made by or on behalf of Participant or Participant’s heirs, representatives or assigns as a consequence of Participant’s participation in the Program.

**Adherence to Standards.** Participant understands and agrees to abide by all Stanford policies, rules, and regulations and with the policies of collaborating institutions (if any). Participant promises to act responsibly and will become informed of, and will abide by, all such laws, regulations, policies and standards. Participant agrees that Stanford has the right to enforce all standards of conduct described above.

Participant is solely responsible for complying with the visa and entry requirements of the foreign countries in which Participant is traveling.

**Release of Claims.** In consideration of being accepted into and/or participating in the Program, Participant agrees for Participant and on behalf of Participant's heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, to release and discharge Stanford of and from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by Stanford or others. Participant further releases and discharges Stanford from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Participant's participation in the Program. Participant acknowledges and agrees that Stanford assumes no responsibility for any liability, damage, or injury that may be caused by Participant's negligent or intentional acts or omissions committed prior to, during, or after participation in the Program, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including other participants.

Participant intends that both the assumption of risk and the release of claims be complete defenses to any and all actions, claims or demands that Participant, Participant's heirs or legal representatives have or may have for injuries to person or property, including death, as a result of activities for which the Participant has assumed risks and/or released and/or waived claims.

**Indemnification and Hold Harmless.** Participant hereby agrees to indemnify, defend, and hold harmless Stanford from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary participation in or decision to participate in the Program, travel to and from the Program and any and all related activities. *This indemnification and hold harmless agreement is intended to be all encompassing.*

**Physical Condition and Insurance.** Participant attests that Participant is physically and mentally capable of participating in the Program and living or traveling within outside of the United States and has no known health restrictions that might jeopardize Participant's safety or health or the safety or health of others during their participation in the Program. Participant understands and agrees that if, during participation in the Program, Stanford learns that Participant is experiencing serious health problems, has suffered an injury, or is otherwise in a situation that raises significant health and safety concerns,

Stanford may contact the person whose name Participant has provided as an "emergency contact." Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required.

Participant attests that before traveling Participant will have health insurance, including emergency evacuation coverage, adequate to cover any and all costs of medical care and/or evacuation services.

**Activities Outside the Program.** Should Participant choose enter or remain in a foreign country before or after participation in the Program, Stanford will not be acting as a sponsor for Participant during this time. Should Participant drop out of the Program voluntarily or involuntarily, Stanford will cease to act as sponsor for Participant thereafter. In the event of either of the foregoing, this agreement shall remain in full force and effect.

**Program Modification and Cancellation.** Stanford reserves the right to cancel or modify the Program before or during its operation for any reason, including natural disasters, emergencies, low enrollment, or unavailability of facilities or personnel or compliance with the University travel policy at <http://www.stanford.edu/dept/provost/news/travel.html>

**Termination of Participation.** Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion, Stanford or its representative may terminate Participant's participation in the Program at any time, including during the Program. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Program, or health or safety considerations. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Program, nor shall Stanford be required to make any refund for personal expenses incurred by the Participant.

**Severability.** It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

**Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising

out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

**Construction and Scope of Agreement.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless Agreement supersedes any earlier written or oral understandings or agreements between the parties.

**Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims,**

**Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms.**

Date:

Participant Signature:

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Participant's Name Printed:

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Date:

Signature of Parent or Legal Guardian (if Participant under 18):

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Printed:

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