

**Gannon University**

**Travel Program Waiver, Agreement and General Release: Non-Gannon Participant**

**Appendix B.1**

**Participant Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Participant's Telephone #:** \_\_\_\_\_ (cell)

\_\_\_\_\_ (other)

**Emergency Contact Information (List two)**

1. Name \_\_\_\_\_ Phone  
number: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone number:  
\_\_\_\_\_

**International Trips:** I have carefully reviewed the following sources of information about each of the countries in which I plan to travel (must review both):

- **U.S. State Department Travel Advisory** website for the planned countries of travel (<http://trave.state.gov/>)
- **U.S. State Department Country Background Notes** website (<http://www.state.gov/r/pa/ei/bgn/>)

**Pre-departure Orientation:** I acknowledge that I have participated in pre-departure orientation and program education.

**Participation in the Program:** I acknowledge that I have voluntarily agree to participate in this trip and have been informed by Gannon University of the scope and focus of the Program, eligibility requirements, costs, registration procedures, travel, itinerary, logistics and terms of cancellation. I acknowledge that Gannon University has not extended or offered any insurance on my behalf. By signing this Agreement and General Release, I acknowledge that I have fully educated myself as to the details of this program and agree to abide by its terms. It is expressly acknowledged that I am not required to participate in the Program. In consideration of the execution of this Agreement, I agree to be legally bound by its terms.

**Conduct of Participant:** I acknowledge that I am aware of the health, safety and legal implications associated with the use of alcohol and drugs and will educate myself, prior to departure, as to the local or national laws of the country or countries visited. I also acknowledge and understand that Gannon University assumes no liability whatsoever, for any death, injury, loss, damage, harm, accident or delay resulting from my conduct.

**Waiver of Liability:** I understand that there are certain dangers, hazards and risks inherent in international and domestic travel and the activities included in the Program, including but not limited to, risks of unfamiliar or different terrain, climate, food and drink, customs, laws, social and sexual mores, safety practices and regulations, transportation, communications, criminal and law enforcement activities, disability access, driving practices, disease risks, and health care, injury, permanent disability or death, property damage and several social or economic losses. These risks may result from my actions, inactions or negligence or that of others, as well

as weather conditions, conditions of equipment used, language barriers, differing social cultures, national and local laws, sickness, strikes, natural disasters, civil unrest or hostilities, terrorist activities or acts of war. I further understand that Gannon University its trustees, employees and agents do not assume responsibility for any such personal injury, property damage or other loss.

**Indemnification and Hold Harmless:** In exchange for the opportunity to participate in this trip and the associated activities, and intending to be legally bound, on behalf of myself, my heirs, personal representatives, and assigns, I HEREBY RELEASE, WAIVE AND DISCHARGE GANNON UNIVERSITY, ITS TRUSTEES, PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS (HEREINAFTER REFERRED TO AS "RELEASEES") OF AND FROM ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR DAMAGE, AND ANY AND ALL CLAIM OR DEMAND THEREFOR ON ACCOUNT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY RELATED TO THE ABOVE-MENTIONED TRIP OR ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Further, I hereby AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES and each of them FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, COST (INCLUDING ATTORNEY'S FEES) OR CLAIM OF ANY NATURE WHATSOEVER arising out of or related to the above-mentioned trip and activities.

**Assumption of Risks:** Physical activity and travel, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Activities may involve strenuous exertions of strength using various muscle groups; some involve sustained physical activity, which places stress on the cardiovascular system. Activities include, but are not limited to, international travel and land transportation, and may include exposure to local inhabitants, species and climate, long periods of sitting, walking and standing, foot travel through unfamiliar neighborhoods and the use of public transportation systems including bus, taxi and subway/underground transportation. The specific risks vary from one activity to another, but in each activity the risks range from minor injuries such as scratches, bruises, sprains and native insect bites and/or reactions, to major injuries such as heat stroke, loss of sight, joint or back injuries, concussions, heart attacks to possible catastrophic injuries and vehicular accidents and other injuries related to transportation.

**Severability and Venue:** I further expressly agree that the foregoing waiver assumption of risk agreement is intended to be as broad and inclusive as is permitted, by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, it is agreed that if legal action is brought, it must be brought in Erie County, Pennsylvania.

**Acknowledgment of Understanding:** I have read this assumption of waiver of liability, indemnification agreement, assumption of risk and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify the complete assumption of the inherent risks of participating in activities sponsored by Gannon University to the greatest extent allowed by law in the Commonwealth of Pennsylvania.

Participant Signature: \_\_\_\_\_  
(or if under the age of 18 Parent/Guardian signature)

Date: \_\_\_\_\_