

ANDREWS UNIVERSITY

Assumption of Risk and Hold Harmless Agreement - overnight trip

By signing my name below, I indicate that I choose to participate in the Study Tour to Peru, a multiple-day/overnight trip or tour that is scheduled to begin on May 10, 2018 and end on May 24, 2018 (hereafter, "the Tour"). On the Tour students will travel by airplane, bus, boat, taxi while touring Peru. The Tour will visit various historic and cultural sites in or around Ica, Nazca, Paracas, Puerto Maldonado, Cusco, the Sacred Valley, Machu Picchu, Lima, and Puno.

The "Tour Sponsor" is the Department of Behavioral Sciences. The "Tour Organizers" are Andrews University, with the Behavioral Science its trustees, officers, employees, agents, volunteers, and assigns.

I understand and agree that there are risks involved in the Tour and I hereby accept any and all risks, including but not limited to property damage and/or loss, transportation accidents, physical exertion, injury, illness and disease, food poisoning, uncomfortable accommodations, inadequate access to medical treatment, disability, and death. To the fullest extent permitted by law, I agree to indemnify, defend and hold harmless the Tour Organizers from and against any and all claims arising out of or resulting from my participation in the Tour. A "claim", as used in this agreement, means any claim, suit, action, damage, financial loss, or expense, including, but not limited to, attorney's fees, resulting from my participation in the Tour. In addition, I voluntarily hold harmless the Tour Organizers from any and all claims, both present and future, that may be made by me or my family, estate, heirs or assigns. I hereby expressly agree to indemnify, defend and hold harmless the University for any claim arising out of or incident to my participation in the Tour, except for claims arising out of the sole gross negligence or willful misconduct of Andrews University, its officers, or full-time employees. I understand and agree that this agreement is intended to be as broad and inclusive as permitted by law and that if any portion is held to be invalid, I agree that the remaining portion of this agreement shall continue in full force and effect.

I acknowledge that campus, local, national, and world events, including, but not limited to, war and terrorism, weather events, social unrest, strikes, and flight delays/cancellations, may alter or cause the cancellation of the Tour and I agree and accept that I, and not the University, will be responsible for my respective portions of financial and other losses caused by any such alteration or cancellation.

I affirm that I have current medical insurance coverage and that such coverage is adequate to cover any injuries I might experience as a result of my participation in the Tour. I understand that views expressed in venues associated with the Tour do not necessarily reflect the views of the Tour Organizers

I agree that this is a legal document that affects my legal rights. My signature below signifies that I have read the document carefully, have understood it, and that I agree with its terms as a prerequisite to any participation in the Tour.

Signature

Date

Printed Legal Name

Date

If the student is under the age of 18, a parent/legal guardian must sign below

On behalf of my child/charge, I agree to the terms and conditions of the above agreement

Signature

Date

Printed Legal Name

Date