



**PARTICIPATION AGREEMENT  
INCLUDING ASSUMPTION OF RISK AND RELEASE FROM LIABILITY  
(TRAVEL WAIVER)**

I, \_\_\_\_\_, desire to participate in the Spring trip, Business + Culture in Italy, sponsored by Midland University (University), which plans to depart May 21, 2024 and return May 28, 2024, and in consideration of being allowed to participate in the Program, I (Participant) hereby acknowledge and agree as follows:

\_\_\_\_\_. 1. Participant's assumption of the risk. The undersigned, and each of them, represent that they understand that there are certain dangers, hazards, and risks inherent in all travel, including, but not limited to, international travel and the activities included in the Program and that, by description and not limitation, this could include personal injury, death, imprisonment, invasion of privacy, breach of rights protected in the United States by Constitution, and property loss or damage, and that University cannot and does not assume responsibility for any such event not resulting from gross negligence or willful misconduct on the part of University.

\_\_\_\_\_. 2. Participant's medical attention. Participant assures University that there are no known health-related reasons or problems which preclude or restrict Participant's participation in the Program.

Participant is aware of all applicable known personal medical needs and has arranged for adequate hospital and medical insurance to meet needs for payment of hospital and medical costs while participating in the Program. Participant agrees that University cannot be and is not responsible for attending to any of Participant's medical needs and Participant assumes all risk and responsibility therefore and acknowledges that University cannot and does not assume any responsibility for payment of any medical costs. Participant recognizes the possibility that medical attention may be required in an instance where Participant is unable to make selection or determination of the nature of such attention, and in such instance consents and requests that University make decisions concerning necessary emergency and continuing medical treatment, until such time as Participant or Participant's parent/guardian makes such decision.

\_\_\_\_\_. 3. Agreement to Release. The undersigned agree to execute a Release of University as to any claim for damages of any nature relating to injury or destruction or loss of property, bodily injury, illness, sickness, disease, death, or violation of any Constitutional rights of Participant as guaranteed in the United States which are caused, or claimed to be caused, in whole or in part, by the liability or conduct (including active, passive, primary, secondary, and contractual obligation) of University, its agents or employees, or anyone for whose acts any of them may be liable, other than by reason of gross negligence or willful misconduct.

\_\_\_\_\_. 4. Indemnity Agreement. The undersigned, and each of them, agree to fully and forever release, waive and discharge, and covenant not to sue, Midland University (including, but not limited to, its trustees, employees and representatives), from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and attorneys' fees), from any cause whatsoever (including, but not limited to,

travel delays, property damage and loss, bodily injuries, sickness, disease and death), directly or indirectly arising in connection with participation in the Program, whether or not foreseeable or contributed to by the negligent acts or omission of University or others.

\_\_\_\_ 5. Limits of University responsibility. The undersigned understand that University does not represent or act as an agent for the host institution, transportation carriers, hotels, or other suppliers of services connected with the Program. The undersigned further understand and agree that University shall not be responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, disruption of travel arrangements, and any consequent additional expenses that may result therefrom, or from other causes. Students may want to consider purchasing travel insurance in case of unforeseen circumstances.

\_\_\_\_ 6. University rights. The University shall have the right to cancel, without penalty, the offering and conduct of the Program and shall have the further right to make alterations, deletions, or modifications in the itinerary in the Program as deemed necessary by University.

\_\_\_\_ 7. Travel interruption. The undersigned recognizes and accepts responsibility for loss or additional expenses due to delays or other changes in means of transportation, housing, or other services, whether resulting from sickness, weather, strikes, or other unforeseen causes. The undersigned acknowledge and understand that University assumes no liability for loss, damage, destruction, theft, or similar events to Participant's luggage or personal belongings. The undersigned acknowledges and understands that in the event Participant becomes detached from the field trip group, fails to meet a departure bus, airplane, automobile, or train, or becomes sick or injured, Participant will have the responsibility to contact and reach the field trip group as soon as reasonably able.

\_\_\_\_ 8. Legal problems. The undersigned Participant acknowledges and understands that if personal legal problems occur, Participant will be obligated to attend the matter personally at Participant's expense, and University will not be responsible for providing such assistance.

\_\_\_\_ 9. Conduct by Participant. The undersigned Participant is aware of the expected behavior while participating in the Program. The undersigned recognizes that as a guest in a foreign country, certain behavior is unacceptable and agrees that the Participant will act in an appropriate manner at all times and in a manner consistent with the known standard of behavior acceptable in the country in which Participant is a guest and that such obligation shall continue while in a group of Program members and while separated from such group.

\_\_\_\_ 10. Governing law. The undersigned agree that this constitutes a legal document and shall be construed in accordance with the laws of the State of Nebraska, and that the State of Nebraska shall be the forum for any law suits filed under or incident to this Agreement or the Program. The terms and provisions of this Agreement shall be severable and in the event any portion hereof is to be determined unenforceable, the remaining portion shall not be affected thereby.

\_\_\_\_ 11. Liability. The undersigned shall each be jointly and severally liable and the personal representatives, heirs, and assigns of each shall be bound hereby. This document is executed for a good and valuable consideration and constitutes a legally enforceable document.

\_\_\_\_\_ 12. Liability of parent or guardian. If Participant is under nineteen (19) years of age, parent or guardian by signing this document acknowledges and understands the risks assumed by the minor Participant as described herein and agrees to and in all respects is bound for the performance of Participant and to be bound by provisions for indemnity and release as applicable to Participant and parent-guardian and all third parties.

I (Participant) (i) have read and fully understand this Agreement, (ii) intend that this Agreement be legally binding upon and enforceable against me and my family, estate, heirs and legal representatives, (iii) confirm that I am aware that this agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify Midland University, and (iv) confirm that I am at least nineteen years old, fully competent, and entering into this Agreement freely and voluntarily of my own judgment.

Dated \_\_\_\_\_, 2022.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Parent/Guardian (if under age 19)

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Printed name of Parent/Guardian

\_\_\_\_\_  
Midland Representative

\_\_\_\_\_  
Printed name of Midland Representative

**Please return to Mandy Dames in Academic Affairs on the 2<sup>nd</sup> floor of Anderson.**