



Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

PLEASE PRINT

Activity Information	
Group:	Date(s):
Activity:	
Activity Description:	
Activity Leader (name, title and phone number):	
Department:	

Participant Information	
Name:	Date:
Email address:	Phone number:
Emergency Contact (name and phone number):	

In consideration of being permitted to participate in any way in the Activity (hereinafter called the "Activity"), I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the State of Oregon, the Board of Trustees of the University of Oregon, and the University of Oregon (collectively, hereafter called the "University"), their officers, employees, and agents from liability from any and all claims including the negligence of the University, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), property loss, and damages arising from, but not limited to, participation in the Activity.

**Assumption of Risks:** Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from(1) minor injuries such as scratches, bruises, and sprains (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to (3) insect bites, parasites, viruses, bacteria and other diseases, to (4) catastrophic injuries including paralysis and death.

I agree that by participating in any Activity, I accept some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what I will need for the Trip and to provide what I will need. I agree to make sure that I know how to safely participate in any activities, and I agree to observe any rules and practices that may be employed to minimize the risk of injury. I can access the World Health Organization’s daily situation reports about areas with confirmed COVID-19 cases, the Department of State’s travel advisories, <https://travel.state.gov/content/travel/en/international-travel.html>, the Department of State’s March 15 advice to reconsider travel, <https://travel.state.gov/content/travel/en/traveladvisories/ea/travel-advisory-alert-global-level-3-health-advisory-issue.html#ExternalPopup>, the CDC, <https://www.cdc.gov/>, and any related updates. I agree to stop and seek assistance if I do not believe I can safely continue in any Trip activity. I agree to limit my participation to reflect my personal fitness level. I agree to wear or use proper protection or gear as dictated by the activity. I will not wear or use or do anything that would pose a hazard to myself or others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I do not act in accordance with this agreement I may not be permitted to continue to participate in the Activity.

Despite precautions, accidents and injuries can occur. I understand that travel and other activities the Trip may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property,



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or suffer financial loss as a result of participation in the Activity. Therefore, **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

Death, injury or illness: (1) from actual or suspected contraction of the coronavirus (COVID-19), (2) from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not which may occur as a result of participating in an activity or contact with persons or physical surroundings, including animals, insects or plants; (3) arising from travel by air, car, bus, subway or any other means; or (4) from food poisoning arising from the provision of food or beverage by restaurants or other service providers.

- Loss or injury as a result of a crime or criminal act, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- Theft or loss of my personal property during the Activity.
- Loss or injury as a result of natural disaster, pandemic, or other disturbances.
- Exposure to the coronavirus (COVID-19), and respiratory symptoms or other conditions associated with exposure.
- Limitations in the availability of health care, including shortages in health care equipment, staff, and testing for the coronavirus (COVID-19).
- Changes in travel restrictions that limit the ability to travel, including the ability to return to Oregon or the United States, including the ability to leave the geographic location of the Activity on a chosen date, and including the ability to travel upon return to Oregon or the United States.
- Being subject to criminal and/or civil penalties for violating any state or federally imposed mandatory quarantine or other similar orders.
- Sudden alteration, including delay, extension or cancellation, of the Activity due to natural disaster, pandemic, civil unrest, war, terrorist attack, quarantine, isolation, curfew, or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Activity, and that I am aware of the risks involved whether described or not. I further understand that participating in a Trip is an acceptance of risk of injury, death or financial loss. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Trip and the use of facilities, equipment, or services in association with the Activity, and that I am voluntarily assuming all risks, whether known or unknown.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation in the Activity is voluntary and that I knowingly assume all such risks.

I release and covenant not to sue, the University of Oregon, the Board of Trustees of the University of Oregon, and all their respective members, officers, employees, and agents (collectively referred to as University of Oregon) from or for any and all liability and expense attributable to any injury, death, property damage, lost wages, economic loss, emotional distress, psychic injury, pain or suffering of any kind whatsoever in any way resulting from or arising out of my traveling to or from, participating in, or living abroad in conjunction with the overseas study program. This includes activities that may be arranged on the program. I also release and covenant not to sue the University of Oregon for any voluntary programs or activities I may participate in or arrange on my free time, including renting or riding or being a passenger in any vehicle or motor equipment. I affirm that I will provide complete and accurate answers regarding my physical and emotional history on a



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health evaluation form, if required. I assume full responsibility for my health and wellbeing, irrespective of the information I provide on the health evaluation form. I understand that providing false, inaccurate or incomplete information may violate University of Oregon policies and the GEO Student Behavior Agreement and may place me at risk during my participation in the Activity.

I understand that as a person in a foreign country, I will be subject to the laws of that country and rules of that institution. I agree to conduct myself in a manner that will comply with those laws and with the policies/regulations of the program staff. The University of Oregon and program staff shall under no circumstances be considered responsible for any illegal activities I may engage in. I understand that the program staff has the authority to discontinue my participation in the program if, in the judgment of the program staff, my conduct is unacceptable. I further understand that if my participation is discontinued by the host university, this will also result in my discontinued participation on the University of Oregon program.

I further understand that I am solely responsible for any and all costs arising out of my voluntary or involuntary withdrawal from the program prior to its completion, including but not limited to withdrawal caused by illness, suspected illness, or disciplinary action taken by the program staff. I acknowledge that I will be held responsible for the full cost of the program according to the cancellation and deferral policy regardless of the reason for the withdrawal.

**Travel Insurance:** If the University of Oregon travel assistance insurance is included in the program, it is my responsibility to read the insurance brochure and understand the coverages and exclusions. Exclusions include but not limited to extreme sports, mountain climbing, sky diving, mountain bike riding, motorcycle riding and skiing of any kind. If travel exceeds 300 consecutive days or my personal travel deviation days exceed 14 days, there is no insurance coverage.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY, DEFEND, AND HOLD the University and its officers, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Activity and to reimburse them for any such expenses incurred.

**Medical Treatment Authorization:** I understand that an emergency may develop which necessitates the administration of medical care. In the event of injury or illness, I authorize the University by and through its authorized representative(s) or agent(s) in charge of said program, to secure appropriate treatment including the administration of an anesthetic and surgery. I understand that such treatment shall be solely at my expense and I agree to reimburse the University of Oregon for any expenses. The University of Oregon by and through its authorized representatives(s) or agents(s) in charge of a program may receive or seek recommendations from medical professionals, and/or insurance providers to assist in determining if continuing the program is advised. If University of Oregon determines that withdrawal from the program is necessary based on the recommendations, I understand that I must follow the recommendation put forth by University of Oregon. Notwithstanding this paragraph, I understand and agree that the University has no obligation to provide or seek out any medical treatment for me.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.



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**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and 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 by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING.**

Name of Participant (please print legibly): \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

***\* Minors (under 18 years of age) must use a Minor Participant Waiver and obtain Parent or Guardian signatures.***