## ACKNOWLEDGMENT OF RISK AND WAIVER AND RELEASE (APRIL 2021)

READ THIS DOCUMENT COMPLETELY BEFORE SIGNING. ITS EFFECT IS TO RELEASE BOISE STATE UNIVERSITY, ITS GOVERNING BOARD, AND THE STATE OF IDAHO FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST THE UNIVERSITY WHICH MAY ARISE FROM SUCH ACTIVITIES. BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BOISE STATE UNIVERSITY, THE IDAHO STATE BOARD OF EDUCATION, OR THE STATE OF IDAHO FOR CLAIMS ARISING FROM OR RELATING TO YOUR PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW.

I, the undersigned participant, am aware of and agree to the following Acknowledgment of Risk and Waiver and Release acknowledging certain risks and other matters regarding my decision to travel outside the United States to a country with a Level 3 or Level 4 U.S. State Department Travel Advisory due to COVID-19 country assessments or advisories issued by the Center for Disease Control.

- 1. I hereby consent to and authorize the use of electronic means to enter into, deliver, and evidence this Acknowledgment of Risk and Waiver and Release, and acknowledge that a signed copy hereof, delivered by electronic means to University shall be binding and enforceable against me.
- 2. I have read and acknowledge the warnings issued for my host country on both the Center's for Disease Control (<u>https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html</u>) and State Department <u>https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/</u>. Websites. I acknowledge that I have an ongoing obligation to keep apprised of these warnings and advisories as issued by the CDC or the State Department, or analogous organization in the country of travel. I also understand that the country warnings could be elevated at a future date, and I could be asked to return to the United States at my own expense.
- 3. I understand that my participation in international travel is a personal decision. I understand that Boise State University, and its host institutions or partners do not make any warranties of any kind, expressed or implied regarding this program, travel or experience. I understand that Boise State, or any host institution or program partner, cannot guarantee my health and safety while traveling or residing outside the United States. I am responsible for acting prudently and exercising caution and common sense at all times and for following all guidelines and recommendations of any host institution, local, national or international authorities, including local health authorities. I am responsible for researching and keeping informed as to any entry conditions required by my country of travel, as well as any entry conditions as may be required for return to the United States (such conditions may include a COVID-19 test prior and possibly upon arrival, a quarantine upon arrival, proof of vaccinations for COVID-19, yellow fever, other vaccinations or immunization requirements, an approved student visa, etc.).
- 4. I understand that there are risks to my health and other risks that may be incurred as a result of the evolving coronavirus advisory. I am choosing to continue travel with full knowledge and information as to the risks involved and at my own risk and at my own expense. I acknowledge and agree that I am financially responsible for certain expenses incurred as a result of the travel, including health expenses, housing/accommodation arrangements, travel expenses, and all other expenses that may be incurred as a result of the advisories during my travel outside the United States, as well as expenses for my future return travel to the United States.
- 5. I understand that my ability to travel within or outside the country of original destination has been or may be restricted and may be further restricted. Entry or exit conditions may be imposed at any time. In addition, I may be subject to quarantine or self-isolation within the country or upon return to the United States. My access to health care may be limited. My ability to travel outside the country or return to the United States may be limited or restricted. I may be subject to criminal penalties in the country for violation of any travel or other bans or laws put in place as a result of the continually evolving Coronavirus advisory. In addition, in the event I am unable to complete my research or studies due to closure, it may, if applicable, result in loss of credits, receiving incompletes/withdrawals or similar in courses I am enrolled in, inability to get a transcript and transfer credits, and other related consequences, including adverse impact on financial aid rewards in some circumstances. I also understand that the country warnings could be elevated at a future date, and I could be asked to return to the United States at my own expense.
- 6. I acknowledge that I am responsible for purchasing appropriate health and travel insurance for the duration of my time abroad, including the period of transportation to and around the destination country. I agree to be financially responsible for any and all medical bills incurred by me as a result of needing medical treatment. I acknowledge that while I am residing in the country or traveling outside the United States, I am personally responsible for contacting my parents or others who may need to know (a) in the event of an emergency or my illness, injury, or hospitalization.
- 7. As a participant in foreign travel, I recognize that there are certain risks and hazards that may arise in the course of my period of study, possibly in remote locations, including illness or accidents while attending classes at the host institution or while participating in program excursions and I expressly assume all of these risks. I acknowledge I am responsible for acting prudently and exercising caution and common sense at all times. I am responsible for familiarizing myself with risks of travel to and within the countries by reviewing international travel information, including but not limited to those identified by International SOS, www.internationalsos.com, the U.S. State Department Consular Information Sheet(s) and related Official State Department Travel Warnings, https://travel.state.gov/content/passports/en/country.html, and disease and vaccination information provided by the Centers of Disease Control and Prevention, https://wwwnc.cdc.gov/travel/destinations/list/, and understand that it is my continuing responsibility to regularly review these and all other relevant sources of information for travel warnings, public announcements and advice.

THE UNDERSIGNED HEREBY EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH THE ACTIVITIES DESCRIBE HEREIN AND HEREBY RELEASES AND DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS THE STATE OF IDAHO, THE IDAHO STATE BOARD OF EDUCATION, BOISE STATE UNIVERSITY, AND EACH AND ALL OF THEIR RESPECTIVE MEMBERS, OFFICERS, AGENTS, EMPLOYEES, STUDENTS, ATTORNEYS, REPRESENTATIVES, INSURERS, AND ANY OTHER PERSONS OF ENTITIES ACTING ON THEIR BEHALF, AND THEIR SUCCESSORS AND ASSIGNS, NATURAL OR CORPORATE (THE "UNIVERSITY PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION OR JUDGMENTS OF WHATSOEVER NATURE OR CHARACTER PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, WHETHER IN CONTRACT OR IN TORT, WHETHER FOR DEATH, DISMEMBERMENT, DISABILITY, PHYSICAL OR MENTAL ILLNESS, FINANCIAL LOSS, PROPERTY DAMAGE, INCONVENIENCE, FAILURE TO MAINTAIN ACADEMIC PROGRESS, ACCOUNTS RECEIVABLE, CREDITS, REFUNDS, OR ANY OTHER MONIES DUE OR TO BECOME DUE, OR OTHER DAMAGES OR EXPENSES OF ANY KIND AND NATURE,WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, WHICH HAVE ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE, TO STUDENT OR TO STUDENT'S HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, OR ASSIGNS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRAVEL AND/OR DECISION NOT TO RETURN TO THE UNITED STATES (THE "CLAIMS"). The parties agree that this agreement shall be governed by the laws of the state of Idaho and that the only proper venue is in the state courts located in Ada County, Idaho.

I warrant that I have read this document, understand its contents, and that I am 18 years of age or older and have full authority to execute this instrument and that I have executed this instrument voluntarily of my own free will.

READ, UN	DERSTOOD AND A	GREED TO THIS	DAY OF	, 20,	
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Signature