

RELEASE FROM RESPONSIBILITY, ASSUMPTION OF RISK, WAIVER OF RIGHTS, AND CONSENT TO RELEASE INFORMATION
(FOR UNIVERSITY TRAVELERS)

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 A RESEARCH OR FACULTY-LED PROGRAM INVOLVING INTERNATIONAL TRAVEL (HEREAFTER, THE "PROGRAM").

TRAVELER'S FULL NAME: _____

LOCATION OF PROGRAM: _____

I desire to participate in a research or faculty-led program involving international travel (hereinafter the "Program"). For and in consideration of Boise State University permitting me, a student or faculty member of Boise State University (hereafter referred to as Traveler), to participate voluntarily in the Program, I hereby agree to all of the terms of this Release from Responsibility, Assumption of Risk, Waiver of Rights, and Consent to Release Information (the "Release Agreement"), including all of the covenants, obligations, and agreements listed under the Section titled "Assumption of Certain Risks and Obligations" and in the attached document titled Acknowledgment of Risk and Conditions of Participation:

1. Release of Information

I understand that the collection, retention, and dissemination of records and information about me may be subject to federal laws and regulations under the Family Education Rights and Privacy Act of 1974 ("FERPA"). As part of the Program, Boise State will be required to periodically supply agents, vendors, partners and/or host institutions (each a "Program Partner") with information about me, including but not limited to (i) academic information such as transcripts, letters of recommendation, conduct records, fiscal and medical and/or counseling files that have bearing on my application for the Program, participation in the Program, or continuing eligibility for the Program, (ii) personally identifiable information as may be required for certain travel accommodations, (iii) information related to my financial, academic, health and disciplinary status throughout the Program, and (iv) other information as reasonably necessary to administer the Program. This information includes information relayed by Boise State to a Program Partner as well as information provided to Boise State from a Program Partner.

Traveler understands that any such information listed above may be an education record protected by FERPA and Traveler hereby permits Boise State and any Program partner to release such information about Traveler to one another for purposes of the Program, including any education record of the types set forth above. I realize that such record(s) may include and may not be limited to academic, health and disciplinary records, as well as my Social Security number for identification/security purposes. Traveler understands this information may be released to and viewed by Boise State, any host institution, any agency contracted with Boise State to provide services relating to a Program where I may participate, or any other Program Partner to the extent necessary relative to my Program. I am allowing this release of my education records for educational purposes. The validity of this consent and release shall expire one year following my completion of the Program.

2. Disclaimer of Warranties by Boise State

Traveler understands that Boise State, its employees and the host coordinator(s) may assist Traveler in making arrangements, including field guides/trips and research endeavors, tours, accommodations, or other opportunities during, before, or after a Program only as a service to its students. Boise State does not make any warranties of any kind, expressed or implied, regarding the Program or any related activities, including perceived quality of the experience or services rendered. Boise State and its Program Partners assume no responsibility and each disclaim any liability for any damages or injuries suffered by Traveler by reason of negligent or wrongful acts or failures to act of any person or institution with whom Boise State and Program Partner may make arrangements for the promotion, facilitation, and/or operation of the Program.

3. Assumption of Certain Risks and Obligations

Insurance. Traveler shall obtain and maintain health insurance, which provides at a minimum, coverage for the duration of time of the international travel. Traveler understands that travel insurance is required and represents and warrants that Traveler has obtained and secured appropriate travel insurance.

Medical, Health, and Safety Matters. Traveler shall consult with his/her physician in regard to necessary and recommended immunizations and any other medical matters relating to Traveler's participation in the Program. Traveler shall comply with the physician's recommendations.

If, during his/her participation in Program, Traveler becomes incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from Traveler's emergency contact; Traveler agrees that medical treatments may be performed when, in the opinion of competent medical personnel, the health or welfare of Traveler will be adversely affected

**RELEASE FROM RESPONSIBILITY, ASSUMPTION OF RISK, WAIVER OF RIGHTS, AND CONSENT TO RELEASE INFORMATION
(FOR UNIVERSITY TRAVELERS)**

by any delay. In such event, Traveler authorizes Boise State's or the Program Partner's coordinator or designated representative to grant permission for the necessary medical treatments of Traveler.

Traveler understands that Boise State, or any host institution or Program Partner, cannot guarantee Traveler's health and safety while participating in Program. Traveler is responsible for acting prudently and exercising caution and common sense at all times. Traveler is responsible for familiarizing itself with risks of travel to and in the Program 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 all up to date information regarding ongoing pandemics or epidemics and understands that it is Traveler's continuing responsibility to regularly review these and all other relevant sources of information for health warnings, travel warnings, public announcements and advice.

NOTICE TO TRAVELER REGARDING CRIME REPORTING AND RESOURCES. If you are a victim of or witness a crime while studying abroad, Boise State encourages you to report the crime to the local police in the host city. Your host institution may have additional services or resources for you as well. In addition, Boise State Campus Security and Police Services may be able to assist you remotely. Their contact information is: phone - [208-426-6911](tel:208-426-6911); email - POLICEUNIVERSITYSECURITY@BOISESTATE.EDU; website - <http://security.boisestate.edu/>. These resources may also be helpful to you: Idaho Victim Rights Brochure: <http://police.cityofboise.org/media/2211/VictimRightsBrochure.pdf> Ada County Victim/Witness Resource Guide: <http://police.cityofboise.org/media/2209/VictimWitnessResourceGuide.pdf>

In addition, Boise State attempts to collect statistics for all crimes committed on our campus, including spaces that Boise State controls in other cities, states, and countries. Traveler can report a crime for possible inclusion in Boise State's annual crime statistics report using the following form: <http://security.boisestate.edu/csa/csaform/>.

4. Compliance with laws and policies – Expulsion

Traveler shall abide by all applicable laws of the countries traveled through and to and shall conform to all applicable rules, regulations, and policies of Boise State, any host institution, and any other Program Partner. Traveler shall comply with all public health orders and recommendations provided by Boise State, the United States, or country of destination, including requirements for entry and exit upon commencing travel and returning to the United States. Traveler agrees that failure to so abide and conform may result in the immediate expulsion of Traveler from the Program. Traveler understands that Traveler is subject to the Boise State Student Code of Conduct or other applicable policies while abroad and may be subject to sanctions if conduct violations occur abroad.

5. WAIVER, RELEASE, AND INDEMNIFICATION:

FOR AND IN CONSIDERATION OF BOISE STATE PERMITTING TRAVELER TO PARTICIPATE IN THE PROGRAM, TRAVELER HEREBY EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH THE PROGRAM AND TRAVELER HEREBY RELEASES AND DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS THE STATE OF IDAHO, THE IDAHO STATE BOARD OF EDUCATION, BOISE STATE UNIVERSITY, PROGRAM PARTNER, 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 TRAVELER OR TO TRAVELER'S HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, OR ASSIGNS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM (THE "CLAIMS"). THIS WAIVER DOES NOT APPLY TO CLAIMS TO THE EXTENT RESULTING SOLELY AND DIRECTLY FROM THE INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT OF THE UNIVERSITY PARTIES.

IN ADDITION, I AGREE THAT BOISE STATE IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR LOSS OR DAMAGE TO PROPERTY SUFFERED BY ME DURING PERIODS OF TRAVEL INDEPENDENT OF THE PROGRAM OR FOLLOWING DISMISSAL FROM THE PROGRAM.

TRAVELER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY PARTIES FOR ANY CLAIM AND TRAVELER SHALL DEFEND ANY SUCH CLAIMS ON TRAVELER'S OWN BEHALF AND ON BEHALF OF THE UNIVERSITY PARTIES AT TRAVELER'S OWN EXPENSE.

**RELEASE FROM RESPONSIBILITY, ASSUMPTION OF RISK, WAIVER OF RIGHTS, AND CONSENT TO RELEASE INFORMATION
(FOR UNIVERSITY TRAVELERS)**

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.

Traveler acknowledges that the decision to travel is my sole responsibility and that I am responsible for my own personal safety. I further acknowledge that Boise State has provided me with the above-listed sources and additional information to assist me in acquiring up-to-date information, and that Boise State's purpose in providing the same is to enable me to make a well-informed decision on whether to travel or not, and having acquired and reviewed all pertinent information, I have decided on my own to travel with the Program. I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, and understand them. I execute this document with fully knowledge of its legal significance and hereby sign freely and voluntarily.

READ, UNDERSTOOD AND AGREED TO THIS ____ DAY OF ____, 20 ____.

Signature of Traveler whose printed name appears above:

Signature