

**INTERNATIONAL TRAVEL RELEASE OF LIABILITY,
INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT**

Individual Traveling: _____

**Each adult employee or student traveler must complete this form and attach it to their Travel Request or Funds Commitment. Accompanying dependents and guests must sign the applicable T-4G (guests) or T-4M (parent/guardian on behalf of a minor) for travelers to attach as well.*

Destination(s): _____ Travel Request #: _____

Date of Departure: ____/____/____ Date of Return: ____/____/____ # of Personal Travel Days: _____

University Department Contact: _____ Phone #: (____) _____ - _____

Are there any dependents and/or guests traveling with you? ___ Yes ___ No If yes, how many? _____

Each traveler submitting this agreement must initial all sections and sign below. This agreement is only applicable if the travel advisory is a Level 3 prior to or during travel. Travel to a country or area with a Level 3 advisory is considered voluntary travel. If an advisory is Level 1 or 2, this agreement does not apply, but travelers must ensure their travel details are registered with International SOS at least 5 days prior to departure.

This is a Release of Liability, Indemnification, and Assumption of Risk agreement. Read it carefully and sign below. Completion of this form is required before you participate in the Activity. This document cannot be altered or modified by any verbal or written statements.

Releasees:

Initial "Releasees" in this agreement are: The Texas State University System, Texas State University, and all regents, directors, employees, agents, officers, and volunteers of such entities.

Initial **Assumption of Risks:** I request and voluntarily choose to participate in the Texas State University (University) travel to the destination listed above. I am aware of the risks, perils and hazards connected with the Activity. I acknowledge that loss of property, personal or bodily injury, or death might result from the Activity and/or the acts of others. I elect to participate voluntarily and engage in the Activity knowing that the Activity may be hazardous to my property and me. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of being engaged in the Activity, whether based on the negligence or other wrongful conduct of the Releasees or not.

Initial **INDEMNIFICATION: I AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO MY PARTICIPATION IN THE ACTIVITY AS SUCH ACTIVITY IS DESCRIBED HEREIN, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF MY LOSS OF PROPERTY, MY PERSONAL OR BODILY INJURY OR DEATH, MY INJURING ANOTHER PERSON AND/OR MY DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.**

THE INDEMNITY OWED BY ME AS SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

Initial **Release:** In consideration for facilitating my participation in the Activity described herein, I release, discharge, and agree not to sue the Releasees for any claims, demands, actions, and causes of action of any nature whatsoever, including, without limitation, any claims of negligence, arising out of any loss or damage to my property and/or any personal injury or death, that I may sustain, whether or not caused by the negligence of any of the Releasees,

while participating in the Activity, whether supervised or unsupervised, or while in transportation to or from the Activity.

THE RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

Initial **Intent:** I intend that this Activity Release of Liability, Indemnification and Assumption of the Risk Agreement bind not only me, but also the members of my family and my spouse, and my heirs, assigns, and personal representatives. I intend this as a release, discharge, and promise not to sue the Releasees. I further agree that this Release of Liability, Indemnification and Assumption of Risk Agreement should be construed in accordance with the laws of the State of Texas.

Initial **Free Act:** I acknowledge that I have read and understand this Release of Liability, Indemnification and Assumption of the Risk Agreement and understand that it is legally binding. I understand it and sign it voluntarily as my own free act.

Initial **Assumption of Risks for Travel to Regions of a Country with a Travel Advisory of "Level 3":**
To the extent travel will be to regions of a country that are listed by the United States Department of State with a Level 3 travel advisory warning, the following conditions apply:

- I understand and agree that my travel details will be registered with the International SOS at least 5 days prior to the beginning of my travel.
- I have personally confirmed, and I hereby affirm that the regions of a country to which I intend to travel are currently listed by the United States Department of State (State Dept.) with a Travel Advisory of Level 3.
- I understand and agree that I am voluntarily choosing to participate in travel to regions of a country which have been identified by the State Dept. as a Level 3.
- I understand and am fully aware of the risks, perils and hazards connected with travelling to regions of a country identified by the State Dept. as a Level 3.
- I understand and acknowledge that regions of a country identified by the State Dept. as a Level 3 may have an unstable government, civil war, ongoing intense crime or violence, terrorist's attacks and may be hostile to visitors from the United States.
- I understand and acknowledge that I may sustain loss of property, personal or bodily injury, including death, by travelling to regions of a country with a Level 3 Travel Advisory.
- I voluntarily and expressly agree and acknowledge that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of travelling to regions of a country with a Level 3 Travel Advisory, whether or not such loss, injury or death is based on the negligence or other wrongful conduct of the Releasees.
- I understand and agree that I will cancel my travel prior to my departure date if the State Dept. raises the Travel Advisory of the region of a country to which I intend to travel to a Level 4.
- I understand and agree if the State Dept. raises the Travel Advisory to a Level 4 for the regions of a country I am travelling after I have begun my travel to said regions of a country, that I will immediately return to the United States and cancel the remainder of my travel to the regions of a country identified as Level 4.
- I agree and affirm that it is my responsibility to continuously monitor all Travel Advisories from the State Dept. for the regions of a country to which I intend to travel. <http://travel.state.gov/content/passports/english/alertswarnings.html> I also will ensure I registered to receive the International SOS country alerts while I am traveling to said regions of a country.

I certify that I am of lawful age (18 years or older) and legally competent to sign this Agreement.

Signature

Date