

**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
FOR UNIVERSITY OF PUGET SOUND FACULTY FOREIGN TRAVEL**

This Agreement is made the _____ day of _____, 20____, by and between the University of Puget Sound, a Washington non-profit corporation (the "University"), and _____, (your name) a faculty member at the University ("Faculty");

WHEREAS, the University provides funding to enable its faculty to further their professional development by travel and research in foreign countries;

WHEREAS, I desire to travel or conduct research outside of the United States and understand that the University will support me to do so only upon the execution by me of this Agreement, which is intended to be a waiver by me of all claims and to indemnify the University and hold the University harmless from all liability that may arise during my travel to the foreign country;

NOW, THEREFORE, in consideration of the University providing funding for travel, I agree as follows:

1. I assume all risks and accepts full responsibility surrounding my travel, the transportation related to my travel and any other activities undertaken in relation to my travel.

2. I agree to release, waive, discharge covenant not to sue the University, its officers, employees and agents for any and all liability for damage to property and for injuries to me from any cause whatsoever arising at any time during my travel. I further agree to indemnify and hold the University and the University's officers, employees and agents harmless from and against any and all claims, demands, losses, liabilities, obligations, damages, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any damage or injury to me, my property, or to any person or persons or anyone's property arising out of or in connection with my travel, whether caused by the negligence of the University or otherwise. This release specifically and solely excludes claims for workers compensation benefits. This agreement is otherwise intended to be a complete and absolute waiver of any and all claims against the University in any way associated with my travel. This will include, by way of example, but is not limited to the following:
 - A. Accident, injury, loss, damage, delay, irregularity or expense arising from the use of any airline, steamship, railroad, bus, taxicab, automobile, motorcycle, bicycle or other mode of transportation, including any act or omission of any transporting company, firm, individual or agency;
 - B. Any accident, injury, loss, damage, delay, irregularity or expense arising from the use of any place for room and board, any dormitory, hotel, inn, youth hostel, apartment, room, private home, restaurant, cafe or other place of room and board;
 - C. Any intentional or unintentional injury to me, whether or not it results in sickness, death or disability, caused from sustaining any injury or contracting any illness, which shall include but not be limited to bodily and emotional injury resulting from the acts of another person or persons, disease, epidemic, hospitalization, surgical operation, medical treatment, taking of any medicine or drugs, unavailability or sporadic availability or inadequate medical assistance and health care facilities, or any cause connected therewith;
 - D. Any intentional or unintentional damage, injury or loss to property owned or in my custody;
 - E. Any intentional or unintentional injury caused in whole or in part by me, whether alone or together with or in association with others, to any person or persons or the property of any person or persons;
 - F. Any financial or other obligation incurred by me during the duration of the travel, including without limitation, obligations or liabilities incurred by me in any country;
 - G. Any injury, loss, damage, delay, irregularity or expense arising from government restrictions or regulations, war, rebellion, terrorist acts, kidnapping, passing through customs, weather, acts of God or governments, or any other like reasons;

- H. Any taking, processing, publishing or otherwise using photographs of me either alone or with others, in any way deemed desirable by the University in its sole discretion;
- I. Any substitution of the scheduled travel;
- J. Any injury, loss, damage, delay, irregularity or expense arising from independent travel by me, alone or with others;
- K. Any intentional or unintentional accident, injury, loss, damage, delay, irregularity or expense arising out of unfamiliarity with local laws, culture or customs.
3. I intend for this agreement to bind my family and spouse and, if I am deceased, my heirs, assigns and personal representative.
4. I shall acquire and maintain adequate health and accident insurance that includes coverage for treatment of illness and injuries occurring while I am in foreign countries.
5. I agree to comply with all University policies and procedures including travel policies.
6. I understand and agree that the University has not made and does not make any representations or warranties whatsoever with respect to my personal safety or property while traveling.
7. I understand that I may confer with an attorney prior to signing this Agreement.
8. I have read and understood the information provided by the United States Department of State Consular Information Sheet http://travel.state.gov/travel/cis_pa_tw/cis/cis_1765.html, will continue to monitor this information, will consider this information in my on-going travel planning, and understand and accept the risks of my travel plans as described in these materials.
9. In the event any portion or clause of this Agreement is found or declared by a court of competent jurisdiction to be unenforceable, unconstitutional, or otherwise invalid, such findings shall not affect the enforceability or validity of the remainder, and any unenforceable clause or portion of this Agreement shall be severed therefrom without affecting the validity of the remainder.
10. This Agreement shall be governed and controlled by the laws of the State of Washington and jurisdiction with respect to any proceeding having to do with this Agreement is vested in the Superior Court of Pierce County, Washington.

Printed Name of Faculty Member (First Name, Middle Initial, Last Name)

Signature of Faculty Member

Date

Signed before me this _____ day of _____, 20 _____

Witness Signature _____

Witness Name Printed _____

This completed form should be submitted along with the faculty member's funding application to the Office of the Associate Deans.