WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
FOR UNIVERSITY OF PUGET SOUND STUDY ABROAD

This Agreement is made between the University of Puget Sound, a Washington non-profit corporation (the "University"), and you, a student at the University ("Student");

WHEREAS, the University offers a Study Abroad Program ("Program") enabling its students to further their education by study in foreign countries;

WHEREAS, Student desires to participate in the Program and understands that Student’s participation is voluntary;

WHEREAS, Student acknowledges that the University will permit the Student to participate in the Program only upon the execution by Student of this Agreement, which is intended to be a waiver by Student of all claims and to indemnify and hold harmless the University and its trustees, officers, employees, agents, successors, volunteers, students, and assigns against all losses, liabilities, damages, or fines that may arise during the Student's participation in the Program;

NOW, THEREFORE, in consideration of the above recitals and for good and valuable consideration, the parties agree as follows:

1. Student, or Parents/Guardians on behalf of their Student, on their own behalf and that of their personal representatives, heirs, executors, administrators, agents, and assigns hereby waives, releases, and discharges any and all claims against the University and the University's trustees, officers, employees, agents, successors, volunteers, students, and assigns for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury to Student, property damage or death from any cause whatsoever arising at any time during Student's participation in the Program, and Student, on their own behalf and that of their personal representatives, heirs, executors, administrators, agents, and assigns, does hereby indemnify and agree to hold harmless, defend, and indemnify the University and the University's trustees, officers, employees, agents, successors, volunteers, students, and assigns 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 Student, Student's property, or to any person or persons or anyone's property arising out of or in connection with Student's participation in the Program. Student's agreement to waive all claims against the University and to hold the University harmless and indemnify it as above described is intended to be a complete and absolute waiver, indemnity and hold harmless and, by way of example, will include, but is not limited to the following:

   A. Accident, injury, illness, 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, illness, 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 or illness to Student, 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, pandemic, 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 the custody or possession of Student;

E. Any intentional or unintentional injury or illness caused in whole or in part by Student, 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 Student during the duration of the Program, including without limitation, obligations or liabilities incurred by Student in any country;

G. Any injury, illness, 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 Student either alone or with others while participating in the Program, in any way deemed desirable by the University in its sole discretion;

I. Any substitution of the scheduled instructor(s) in the Program;

J. Any modification of the Program necessitated by the incapacity of an instructor or other emergency;

K. Any injury, illness, loss, damage, delay, irregularity or expense arising from independent travel by Student, alone or with others, that is not part of the Program;

L. Any intentional or unintentional accident, injury, illness, loss, damage, delay, irregularity or expense arising out of unfamiliarity with local laws, culture, or customs.

2. Student shall acquire and maintain adequate health and accident insurance that includes coverage for treatment of illness and injuries occurring while Student is in foreign countries.

3. Student understands and agrees that the University has not made and does not make any representations or warranties whatsoever with respect to Student's personal safety or property while participating in the Program and that Student voluntarily and knowingly accepts the risks of participating in the Program.

4. Student understands and agrees that the University does not stand in loco parentis (i.e., in place of the Student's parent or parents) with respect to the Program.
5. Student has read and understood the *Country Information* and the *COVID-19 information* for their program host country (or countries) provided by the United States Department of State on the travel.state.gov website and Student understands and knowingly accepts the risks of the Student's travel plans as described in these materials. - https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html; https://travel.state.gov/content/travel/en/traveladvisories/ea/covid-19-information.html

6. Student grants to the University and to any of its officers, employees, or agents, full authority to take whatever action they feel is warranted to protect the health, safety and welfare of Student, and Student agrees to be bound by any and all conditions and regulations relating to the Program as set forth in the University catalog, brochures, announcements, schedules and other documents and agreements.

7. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

8. Personal property of students, faculty and staff is not insured by the university. Individuals should determine if their existing personal insurance provides coverage for their property while abroad.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. Any suit brought by either party against the other party for claims arising out of this Agreement will be brought, as applicable, in the state courts in Pierce County, Washington, or the United States District Court for the Western District of Washington.

10. This Agreement shall be executed by the parents or legal guardian of Student in the event Student is under the age of eighteen years at the time of the execution of this Agreement.