



# Bethune-Cookman University

## Office of Legal Affairs

640 Dr. Mary McLeod Bethune Blvd. Daytona Beach, Florida 32114

### Travel Liability Waiver

#### *Assumption of Risk and Release of Liability*

Attendee name (print) \_\_\_\_\_

Trip destination and dates of travel **Kennedy Space center, Marine discovery Center** \_\_\_\_\_

I am participating in a Bethune-Cookman University (B-CU) sponsored trip, and hereby release, waive, indemnify, defend, and hold harmless Bethune-Cookman University, all affiliates, including University officers, agents, and employees, from and against any and all claims, for bodily injury demands or causes of action of any type whatsoever, including property damage or personal injury, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or in any way related to participation in this trip with which I will be involved.

I understand this may include, but may not be limited to, traveling to and from other countries, traveling to and from cities and towns inside and outside the United States of America, consuming the food and living in those accommodations available in the foreign country(ies) to which I travel, and living and working in cultures and with people whose living conditions, social practices and values, and even attitudes toward foreigners may be significantly different from those in my home country and culture.

I hereby freely and voluntarily, without duress, execute this Release under the following terms:

**General Waiver and Release.** I release and forever discharge and hold harmless B-CU and its affiliated organizations, directors, officers, employees, and agents, and their successors and assigns, from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my participation in the Trip identified above and related activities whether such liability, claims, or demands result from travel, from disease, consumption of food, or from civil unrest or otherwise. I understand and acknowledge that this Release discharges B-CU from any liability or claim against it with respect to any bodily injury, personal injury, illness, death, monetary loss or property damage that may result from my participation in the Trip identified above and related activities with B-CU. I understand that B-CU assumes no responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, accident, monetary loss or property damage.

**Medical Treatment.** I hereby release and forever discharge B-CU from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me or to my dependents/companions in connection with an emergency or health problem during my participation in the Trip identified above and related activities.

**Assumption of Risk.** I understand that my participation in the Trip identified above and related activities may include activities and circumstances that may be hazardous to me, including, but not limited to, international travel, local transportation in the country of my travels, poor health conditions, inadequate medical treatment facilities and other inherent dangers. I recognize that I may be traveling to and from locations that pose risks from terrorism, war, insurrection, or criminal activities. I understand that I assume the risk of being taken hostage and held for payment of ransom.

I hereby expressly and specifically assume the risk of injury or harm in these circumstances and release B-CU from all liability for injury, illness, death, monetary loss or property damage resulting from such circumstances during my participation with the Trip identified above and related activities, whether suffered by me personally or by any of my accompanying dependents or companions.

**Other.** I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I understand that any dispute concerning this Release or any aspect of my participation in the Trip identified above and related activities, shall be brought in the state or federal courts of Florida.

By signing this waiver of liability and release, I acknowledge that I have read and understood this document and the travel information for students and non-students attending Bethune-Cookman University sponsored trips and I fully agree and understand all terms and conditions.

Attendee Signature

Phone Number

Date

Parent/Guardian signature  
(if traveler under 18 years of age)

Phone Number

Date