

**The University Of Texas At San Antonio (“UTSA”)
Release and Indemnification Agreement
Handbook of Operating Procedures (HOP) 5.18 and 5.19**

Name of Participant:		Age of Participant:	
Student Identification Number if Enrolled at UTSA:			
Emergency Contact Name:		Emergency Contact Phone Number:	
Description of Activity/Trip: (including all associated travel)			
Location of Activity/Trip:			
Date of Activity/Trip:			

By signing below, I (“Participant”) consent to the participation in the above-described Activity or Trip (“Activity/Trip”). I have voluntarily applied to participate in the Activity. I understand that certain risks are inherent in any foreign or domestic travel experience and I fully accept those risks. I acknowledge that the nature of the Activity/Trip may expose me to hazards or risks that may result in Participant’s illness, personal injury, death or property damage, and I understand and appreciate the nature of such hazards and risks. I affirm that I have read and understand the United States Department of State Travel Advisory and the Centers for Disease Control and Prevention Travel Notice for my destination(s). For minors, I understand that there may be these risks and also unsupervised access to the internet while participating in the Activity/Trip.

I have determined for myself or for Participant and/or in collaboration with healthcare providers that Participant is able to participate in the Activity/Trip. I understand that Participant or Participant’s parent is responsible for supplying and administering any and all medicines and medical devices and will carry them on the Activity/Trip. I am aware of and solely responsible for all applicable personal medical needs. I understand I am responsible for payment for any and all medical costs incurred by me while traveling. I recognize that UTSA is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility for meeting those needs. If I require medical treatment while traveling, UTSA is not responsible for the cost or quality of such care or treatment, or injuries arising from or related to such care.

If I am traveling with a group, I agree to leave the location I am visiting with the group at the conclusion of the program. The program dates are per the stated Date of Activity/Trip above. I understand that, in addition to the other provisions of this agreement, UTSA is not responsible for any injury or loss I may suffer when I am traveling independently, or am otherwise separated or absent, from formal program activities supervised or sponsored by UTSA. I understand that I assume all risk and expense associated with any personal travel or deviation from the Activity itinerary.

In consideration of the voluntary participation in the Activity, I/Participant will comply with all UTSA Rules and Policies, including: (i) the Rules and Regulations of the Board of Regents of The University of Texas System (the “Board”) (found at <http://www.utsystem.edu/board-of-regents/rules>); (ii) the policies of The University of Texas System (found at <http://www.utsystem.edu/bor/procedures/policy/>); (iii) the institutional rules and regulations and policies of UTSA (which may be found at www.utsa.edu/policies.html); (iv) UTSA’s Standards

of Conduct Guide, which is located at <http://utsa.edu/acrs/>; and (v) the UTSA's parking rules and regulations (which may be found at <http://utsa.edu/auxiliary/parking.html>). I acknowledge that failure to adhere to these policies can result in consequences, including but not limited to a loss of UTSA privileges, legal remedies and, for students, expulsion from UTSA.

For University-sponsored activities greater than 25 miles from applicable campus and subject to all other HOP 5.18 requirements, UTSA may either provide funds for, or reimburse the sponsoring Department for, the cost of University-arranged travel. For all other Activities/Trips, and those which I choose to provide or arrange my own travel, I understand that UTSA will not provide transportation during travel to and from the Activity/Trip nor during any additional or incidental travel associated with the Activity/Trip nor reimbursement for such travel.

I understand that my expenses prior to departure, while abroad and any funds needed to return home due to a program cancellation, recall or emergency or as normal at the end of my term abroad are my sole responsibility. I further understand that UTSA cannot and does not assume any responsibility for financial losses that I may incur as a result of my participation in the Activity, including (but not limited to) cancellation of airline tickets, non-refundable fees paid for services to be rendered abroad, etc. UTSA is not responsible for these expenses and will not be reimbursing students for expenses incurred, including (but not limited to) application fees, tuition, transportation, visas, room and board or insurance. Reimbursement of program deposits and program fees are the discretion of the sponsoring college, school, department or unit. By choosing to participate in the Trip, I acknowledge and agree that I am responsible for all potential financial costs associated with cancellation of a program or removal of institutional approval.

If the Participant chooses to drive or to be a passenger in a third-party vehicle for any travel associated with the Activity/Trip, I acknowledge:

- UTSA assumes no liability or responsibility for the use of such vehicle during any such travel and that UTSA has neither inquired about nor confirmed (a) the driving history, training or licensure of the driver or (b) that the vehicle is covered by a private automobile insurance policy;
- UTSA carries no insurance that could cover any damages, injuries, claims or other liabilities associated with the use of such vehicle during such travel; and
- Any third-party private insurance policy covering such vehicle or the driver will be personally responsible for any damages, injuries, claims or other liabilities that may arise from the use of the vehicle during any travel associated with the Activity/Trip.

Additionally, I understand that UTSA may provide certain equipment. I acknowledge I am responsible for any equipment or space that is used, reserved, rented, or checked out from UTSA. If I choose to use personal equipment instead of or in addition to UTSA equipment, I acknowledge the following:

- Use of personal equipment while participating in the Activity involves certain inherent risks including (but not limited to) personal injury to myself and to other persons, damage to the personal equipment and property damage to personal property or others' personal property.
- I voluntarily accept all those risks regardless of the nature of the injury (and to whom) or damage (and to what).
- I will be solely personally liable for any such injury or damage that occurs as a result of the use of personal equipment, and that UTSA bears no liability or responsibility whatsoever for any such injury or damage.

I also authorize UTSA, and those acting pursuant to its authority to:

- Record my or Participant's likeness and voice on a video, audio, photographic, digital, electronic, or any other medium ("Recording") when I am voluntarily participating in an Activity.
- Use my or Participant's name and other biographical information in connection with these Recordings.
- Use, reproduce, exhibit or distribute in any medium (e.g., print, web or digital publications, video, animation, Internet) these Recordings for any purpose that UTSA, and those acting pursuant to its authority, deem appropriate, including recruiting, promotional, or advertising.

I release UTSA and those acting pursuant to its authority from liability for any violation of any personal or proprietary right I may have in connection with such use. I understand that all such Recordings, in whatever medium, shall remain UTSA property. I waive any right to inspect or approve any finished Recording or media in any medium that may be used or developed in conjunction with them now or in the future, whether that use is known or unknown to me. Further, I waive any right to royalties or other compensation arising from or related to the use of the Recording, if any.

In consideration of Participant being permitted to participate in the Activity/Trip, I hereby accept all risk to property or health, including any illness, injury or death to Participant that may result from such participation, which participation includes all travel associated with the Activity/Trip. I hereby **waive, release and forever discharge, indemnify, and hold harmless** UTSA, its governing board, officers, representatives, employees and agents from any and all liability to Participant, Participant's personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Participant's property and for any and all illness or injury to Participant's person, including his or her death, that may arise from or occur during Participant's participation in the Activity/Trip, WHETHER CONTRIBUTED TO OR CAUSED BY ANY NEGLIGENCE OF UTSA, ITS GOVERNING BOARD, OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR OTHERWISE. I further agree to **indemnify and hold harmless** UTSA, its governing board, officers, representatives, employees and agents from liability for the illness, injury or death of any person(s) and damage to property that may arise, in whole or in part, from Participant's negligent or intentional act or omission while participating in the described Activity/Trip, WHETHER CONTRIBUTED TO OR CAUSED BY ANY NEGLIGENCE OF UTSA, ITS GOVERNING BOARD, OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR OTHERWISE.

I agree and acknowledge that this Release, including issues arising out of or relating to this Release and the Trip, shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws principles. I hereby consent and submit to personal jurisdiction in Bexar County, Texas and agree that all disputes arising out of or in connection to this Release and the Trip shall be heard only by a court of competent jurisdiction located in Bexar County, Texas. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, then I agree that the validity of all remaining terms and provisions shall not be affected thereby.

I HAVE READ THE ABOVE RELEASE AND FULLY UNDERSTAND ITS TERMS AND CONDITIONS.

Upon signing below, Participant agrees to the terms set forth in this agreement, and upon UTSA's receipt, whether in electronic or paper form, UTSA deems the signed form as received.

**Signature of Participant or
Parent/Guardian***

Printed Name of Signatory

Date

*Participant signs if at least 18 years of age; Parent/Guardian signs if Participant is under the age of 18.