



UNIVERSITY OF THE INCARNATE WORD
Waiver of Liability, Release, and Indemnification Agreement
for Student Participating in a University Program

Participant's Name:			
Permanent Address:			
Student ID Number:		Date of Birth:	
Phone:			
E-Mail:			
Program Name:			
Program Dates:			

Authority: I represent and acknowledge by my signature below that I am a student at the University of the Incarnate Word ("UIW") and I am the above-named Participant. I will be participating in the University Program ("Program") identified above. I acknowledge that my participation in the Program is voluntary. I represent and acknowledge by my signature below that I am at least eighteen (18) years of age and am fully competent to sign this Waiver of Liability, Release, and Indemnification Agreement ("Agreement"). I acknowledge that by signing this Agreement I agree to be bound by its terms.

Assumption of Risk: I acknowledge that participating in the Program may expose me to hazards or risks to my health that may result in my illness or personal injury, and I accept any and all risks (whether or not expressly addressed herein) associated with my attendance, involvement or participation in the Program. I acknowledge and understand that certain risks of harm, including but not limited to contracting COVID-19 or any of its mutations, are or may be inherent in the various activities contemplated and that UIW cannot control all of these risks. I acknowledge that I am solely responsible for determining whether I am healthy and able to participate in the Program and whether the scope of my participation is appropriate for my health and abilities. I acknowledge that UIW has no knowledge of or obligation to investigate my health and ability to participate before or after my participation in the Program. I certify by my signature below that I am healthy and able to participate in the Program.

Compliance with Rules: I agree that while participating in the Program, I will abide by the rules and guidelines set forth in the UIW Student Handbook, the UIW Student Code of Conduct and all other applicable rules, regulations, and laws. I pledge that I will not consume alcoholic beverages or illegal drugs at any time while participating in the Program. I agree that if I no longer am participating in the Program due to any reason, including but not limited to, being expelled for not meeting my financial obligations and/or deadlines, breaking host/home country laws, and/or decide to drop from the course/UIW while I am abroad, that I am an independent traveler and I will not hold UIW responsible for any occurrences while traveling or participating as part of this Program. I understand that UIW will not be responsible for any medical expenses associated with any property or injury I may sustain at or in the Event.

Personal Insurance: I agree, represent and warrant that I will maintain throughout the Program a policy of comprehensive health and accident insurance with coverage for illnesses or injuries I sustain or experience during my participation in the Program. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me during my participation in the Program, and I hereby release and discharge UIW from all responsibility and liability for any injuries, illnesses, medical bills, or similar expenses I incur throughout my participation in the Program.

Medical Treatment and Expenses: I consent and authorize UIW Student Health Services to provide basic first aid treatment in an emergency situation, without incurring any liability. I authorize UIW to take actions it deems necessary, including securing medical treatment for me as needed (including first aid, CPR, emergency transportation, and sharing of medical information with medical personnel and emergency contacts), if UIW determines that such medical treatment or transportation is appropriate; provided that UIW will have no obligation or duty to secure treatment or transportation. I agree to pay, and assume full responsibility for payment of, all costs incurred in connection with and as a result of such medical treatment. I hereby release, forever discharge, and hold harmless UIW, its trustees, officers, employees, representatives, agents and volunteers from any liability for the quality, timeliness and outcome of any such medical treatment and transportation provided and for any expenses incurred.

Transportation: I understand and acknowledge that UIW does not and cannot guarantee the safety and/or security of any transportation that may be utilized as a result of my participation in this Program. I understand and accept any and all risks to my health, including any injury or death, associated with any such transportation. I hereby release, forever discharge, and hold harmless UIW, its trustees, officers, employees, representatives, agents and volunteers from any liability and claims arising out of any transportation provided during the Program and for any expenses incurred.

WAIVER, RELEASE, AND COVENANT NOT TO SUE: IN CONSIDERATION OF UIW PERMITTING ME TO PARTICIPATE IN THIS PROGRAM, I HEREBY WAIVE AND RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE UIW, ITS TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND VOLUNTEERS FROM ANY AND ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ESTATE, HEIRS AND ASSIGNS FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF ANY NATURE, INCLUDING BUT NOT LIMITED TO ORDINARY NEGLIGENCE, GROSS NEGLIGENCE, AND/OR STRICT LIABILITY (“CLAIMS”) ARISING OUT OF OR RELATED TO ANY LOSS, PROPERTY DAMAGE, PERSONAL INJURY INCLUDING DEATH, ARISING OUT OF, CAUSED BY, OCCURRING DURING OR IN ANY WAY CONNECTED WITH THE PROGRAM AND/OR ANY TRAVEL INCIDENT THERETO, INCLUDING INJURIES CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OF UIW, ITS EMPLOYEES AND REPRESENTATIVES, OR ANY OTHER PARTICIPANT, THAT MAY BE SUSTAINED BY ME WHILE PARTICIPATING IN THIS PROGRAM. I COVENANT NOT TO SUE OR BRING ANY SUCH CLAIM AGAINST UIW, ITS TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND VOLUNTEERS AND FOREVER RELEASE AND DISCHARGE UIW, ITS TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND VOLUNTEERS FROM LIABILITY UNDER SUCH CLAIMS.

INDEMNIFICATION AND HOLD HARMLESS: AS A MATERIAL CONSIDERATION FOR MY PARTICIPATION IN THE PROGRAM, I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS UIW, ITS TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL LIABILITY, COSTS, LOSS, EXPENSES, DAMAGES, LAWSUITS OR CLAIMS FOR LOSS OF DAMAGE TO ANY PROPERTY, PERSONAL INJURY OR DEATH TO ANY PERSON ARISING OUT OF, RESULTING FROM, CAUSED BY, OCCURRING FROM, OR IN ANY WAY CONNECTED WITH MY ACTIONS OR INACTIONS DURING MY PARTICIPATION IN THE PROGRAM, OR RESULTING FROM ANY PERSON’S ACT, OMISSION OR CONDUCT, REGARDLESS OF CAUSE, OR OF THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OF UIW, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS.

Governing Law: This Agreement is binding on myself, my heirs, assigns, and personal representatives, and is to be construed in accordance with the laws of the State of Texas. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect as if the affected provision had not been included in order to effectuate my intent as reflected in this Agreement.

MY EMERGENCY CONTACT:

Name _____ Phone _____ Relationship _____

I have carefully read this Agreement. I enter this Agreement knowingly and voluntarily and agree to be bound by its terms.

Participant’s Signature: _____ Date Signed: _____

IF THE PARTICIPANT IS UNDER THE AGE OF 18, CONSENT OF PARENT/LEGAL GUARDIAN IS REQUIRED.

I have carefully read this Agreement and represent that I am the minor Participant’s parent/legal guardian and agree to the foregoing terms and provisions on my behalf and on behalf of the minor Participant.

Parent/Guardian’s Name (print): _____

Email Address: _____ Phone Number: _____

Parent / Guardian’s Signature: _____ Date Signed: _____