



## UNIVERSITY OF THE INCARNATE WORD

### WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I am a faculty member of the University of the Incarnate Word ("the University") and have agreed to participate in an International Program traveling to \_\_\_\_\_ ("the Program") from \_\_\_\_\_ to \_\_\_\_\_. I am not required to participate in the Program. My participation is wholly voluntary. In consideration of the University's agreement to permit me to participate in the Program, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1) I represent and warrant that I will be covered throughout the Program and throughout my absence from the United States by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I sustain or experience while abroad; and specifically in the countries where I will be living and traveling. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me while I am outside of the United States; and, I hereby release and discharge the University from all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expenses I incur while I am abroad.

2) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program and/or any travel incident thereto.

3) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability, loss, damage, or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Program or any travel incident thereto.

4) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Texas, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Participants Signature \_\_\_\_\_ Date: \_\_\_\_\_