Luther Seminary
International and Domestic Travel
Release of Liability, Waiver of Rights,
Assumption of Risks, and Indemnity Agreement

I, ____________________________ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the Cross-Cultural Experience program ("Program"), ________________ to be held in and around ________________ ("Location"), from ________________ (insert dates and year). In consideration for being permitted by Luther Seminary ("Luther Seminary") to participate in the Program, I hereby acknowledge and agree to the following:

SITE PARTICIPATION: Even though this is a course that is a required part of the curriculum, I acknowledge that my selection of this site is voluntary and is not assigned by Luther Seminary. As a condition of my participation, I hereby grant Luther Seminary the right to use, for promotional purposes only, any photographs of me taken by Luther Seminary, its employees or agents, during my participation in the Program. I further understand and agree that Luther Seminary may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Luther Seminary policies and procedures. I further agree to abide by all the rules and requirements of the Program. I acknowledge that Luther Seminary has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group; my conduct violates any rule of the Program; or for any other reason in Luther Seminary’s discretion. I understand that in the event my participation in the Program is terminated for violating any rule of the Program, I will be solely responsible for the cost of return travel. I further understand and agree that Luther Seminary is not responsible for any injury or damage that I sustain if I travel independently or am otherwise separated or absent from Luther Seminary sponsored activities. I acknowledge that I am solely responsible for any legal problems I encounter with any foreign nationals or government, and Luther Seminary is not responsible for providing any assistance under those circumstances.

INFORMED CONSENT: I understand that the Cross-Cultural Experience program that I have chosen will be held in and around the area stated above. In the event that I will travel outside or inside the United States, I understand that it may be considered dangerous and I accept the risks of such travel. I have or will review the travel itinerary for the Program and understand the risks involved
in traveling to, within, and from the site stated above, including but not limited to foreign political, legal, social, and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, and negligent first aid operations or medical treatment.

I understand and hereby acknowledge that I have carefully reviewed and fully understand the directives and recommendations, including recommendations concerning immunizations and medicines (hereinafter “recommended immunizations”) for travel to, in and around the area stated above, provided by:

- The United States State Department, which issues Travel Warnings, Travel Alerts and Country Specific Information at: http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html; and

I am aware of and understand the risks and dangers associated with travel to, in and around the area stated above during my participation in the Program, as well as with any activities I undertake which are not associated with the Program or sponsored or controlled by Luther Seminary, such as independent travel during free periods, periods of time extending beyond the termination of the Program, or other periods in which I am not participating in Program activities.

I certify that I have educated and informed myself about diseases, illnesses, and other health concerns that may result from living and traveling in the area stated above. I further acknowledge that, at times during the Program, I may be many hours from the nearest medical care or treatment, available medical treatment may not equate with the level of care available in many U.S. hospitals, and these conditions and the remoteness of some of my travel in the area stated above may subject me to additional risks.

I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility except for those occurrences due to Luther Seminary’s gross negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release, waive, discharge, and covenant not to sue Luther Seminary, its governing board, directors, officers, employees, agents, volunteers and any students (collectively “Releasees”) 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, property damage, or death that I may suffer as a result of my participation in the Program, regardless of whether the injury, damage, or death is caused by releases, unless the injury, damage, or death is caused by the Releasees’ gross negligence or intentional acts, and regardless of whether the injury, damage, or death occurs while in, on, upon, or in transit to or from the premises where the activity, or any adjunct to the activity, occurs or is being conducted. I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.
ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks including but not limited to foreign political, legal, social, and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, negligent first aid operations or medical treatment, and other risks that are unknown at this time. I knowingly and voluntarily assume all such risks, both known and unknown, even if arising from the acts of the Releasees, unless they arise from the Releasees’ intentional or grossly negligent acts, and I assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from 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, property damage or death that I may suffer as a result of my participation in the Program, regardless of whether the injury, damage or death is caused by the Releasees or otherwise, unless the injury, damage or death is caused by the Releasees’ gross negligence or intentional acts.

PERSONAL BELONGINGS: I understand and acknowledge that Luther Seminary is not responsible for the loss of any personal belongings or property that I sustain during my participation in the Program, including but not limited to the loss of credit cards, cash, luggage, and other items.

PERSONAL MEDICAL INSURANCE: During the term of the Program, I agree to maintain personal medical insurance. I further acknowledge and agree that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program. I understand that Luther Seminary provides to Luther Seminary study abroad program participants excess health insurance through AIG Worldsource, including an excess medical policy, repatriation, medical evacuation and non-medical assist service (AIG Assist). I understand and agree that this is an excess policy and that it does not waive the requirement for me to maintain my own primary health care coverage.

MEDICAL CONSENT: I understand and agree that Releasees do not have medical personnel available at the location of the Program. In the event of any medical emergency, I authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that Luther Seminary’s personnel deem necessary for my safety and protection; unless I choose otherwise and indicate such in writing below. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

AIRLINE TICKETS: I understand that non-refundable airline tickets purchased by Luther Seminary for any student cannot be refunded after being purchased by Luther Seminary. In any case, I will negotiate the settlement on any unused airline ticket directly with the airline or travel agent issuing the ticket. I am aware that I can elect to buy trip insurance to cover such unforeseen circumstances.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Minnesota.
I HAVE READ THIS AGREEMENT and fully understand and agree to its terms. I am aware that this agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify the Releasees. I understand I have given up substantial rights by signing this agreement, and sign it freely and voluntarily without any inducement. By my signature I represent that I am of a legal age capable of consent or, if not, that I have secured below the signature of my parent or guardian as well as my own.

(Signature of Participant)  (Date)

(Printed Name of Participant)

Received by:

(Signature of Department of Cross Cultural)  (Date)

(Printed Name of Department of Cross Cultural)

Date Revised: 7-12-2010