ASSUMPTION OF RISK AND RELEASE AGREEMENT
International Experience
Non-Xavier Individuals - Spouse

Please type or print clearly:

Name:_____

International trip (the "Experience"): _____

Location:_____

Date(s) of Experience: _____

I. **Participation Acknowledgement**. I am participating in the Experience, which is occurring at the Location and on the Date(s) listed above.

II. **The Location**. I understand that unstable or unexpected conditions in the Location may require changes in the planned Experience or might cause inconvenience or harm to me. I recognize that certain aspects of the cultural climate of the Location may be materially different from that of my own culture or that of the Xavier Community. I further recognize that if the Experience is occurring off-campus, any experiences or other activities in the Location may be very different than exist in the Xavier Community.

III. **Assumption of Risks**. I realize that there may be inherent risks to my health or wellbeing as a result of my participation in this Experience, which Xavier cannot anticipate, change or improve. Such risks include but are not limited to any risk inherent in this type of Experience, inexperience, or unfamiliarity with this type of Experience or its requirements, unfamiliarity with the Location(s), travel to, from and around the Location(s), unfamiliarity with laws, culture or customs, unfamiliarity with work environment conditions or requirements, riot, violence, terrorism, exposure to sickness or disease including the novel coronavirus COVID-19, allergic reaction, contaminated food or water, unfamiliar climate, complications from weather conditions, inadequate or unavailable healthcare facilities or assistance, inadequate, faulty, inappropriate or lack of training or instruction, inadequate, faulty, inappropriate or lack of equipment, accident, or mistake. I recognize that these risks may result in inconvenience, loss, injury, or damage to me, including personal injury, up to and including my death, or damage or loss of my personal property. In addition, in the event that I choose to travel outside of the Experience location, I do so at my own risk. I understand that Xavier will not be able to offer any resources in the event that such travel outside of the Experience locations creates any issues, hardships, extenuating circumstances, or emergency situations for me.

IV. **Rules, Procedures, and Requirements**. By signing this Assumption of Risk and Release (the "Agreement"), I promise to abide by all rules, procedures, and requirements while participating in this Experience. I further understand and agree that being permitted to travel as a spouse to this Experience is a privilege, and while I may not be a student, faculty, or staff at Xavier University, I am expected to and explicitly agree to abide by the Xavier University Student Handbook as well as all other University policies and procedures. I further promise to exercise common sense and good judgment, and to conduct myself at all times in a manner that is appropriate to this Experience. I understand that by breaking any of these promises, or for any other reason deemed appropriate by Xavier or its representatives, that my participation in this Experience may be immediately terminated. I understand that if I am separated from this Experience for any reason, I will continue to be responsible for all Experience costs and any additional costs resulting from my early departure or dismissal.

V. **Emergency Medical Care**. I recognize that occasionally an individual participating in this type of Experience may face a health emergency requiring local hospitalization or emergency treatment. As a result, I authorize Xavier University, through its representatives, to secure emergency medical care, hospitalization, surgical treatment, or dental treatment for me during my participation in this Experience. However, I understand that Xavier University is under no duty to secure such care or assist me in any other way in the event of such a health emergency. I further understand that Xavier University is in no way responsible for any cost or other damages arising from my participation in this

Experience, or resulting from any assistance provided or not provided under this paragraph.

VI. **Emergency Contact Information**. In the event of a health emergency, I authorize Xavier University, through its representatives, to contact the person(s) designated below.

First Emergency Contact:		***Second Emergency Contact:***	
Name:	_____	**Name:**	_____
Relationship:	_____	**Relationship:**	_____
Address:	_____	**Address:**	_____
Phone Number:	_____	**Phone Number:**	_____
E-mail:	_____	**E-mail:**	_____

VII. **Health History.** I certify that I have accurately provided the health information requested below.

I have the following health problems, drug allergies and/or reactions that Xavier needs to be aware of in the event of an emergency [*write "**none**" if not applicable*]:

_____
_____
_____
_____

In addition, the Center for International Education may require me to fill specific health forms, consistent with those required of students participating in this Experience. I understand and agree to comply as requested.

VIII. **Medical Insurance Coverage**. By signing this Agreement, I acknowledge that I have the medical insurance coverage as may be required by the particular Experience, or that I am not covered by medical insurance because the particular Experience does not require such coverage. I acknowledge that Xavier is not responsible for any costs associated with any emergency health treatment, and that this applies regardless of whether I do or do not have medical insurance coverage. I further acknowledge that Xavier is not required to pay for any evacuation, reunion, or repatriation of remains costs that arise out of my participation in the Experience.

IX. **Photograph/Media Consent and Release**. I hereby grant to Xavier the irrevocable, assignable, worldwide right and license to use, re-use, alter, sell, distribute, publish, re-publish, license, and assign my likeness, alone or together with other images, videos, my name, or other text (collectively, "Image"), for any and all purposes, in any manner and in any medium now known or later developed, whether or not the University could use my Images without this Agreement. This Agreement governs all Images of me, whether created before or after the date of my participation in this Experience, unless I notify the University in writing that I desire to exclude specific Images from this Agreement. I hereby waive any right to inspect or approve the finished product or anything that may be used in connection with my Image and any right that I may have to control the use to which said product or Image may be applied. I also waive any right to royalties or compensation arising out of or related to the use of my Image. I hereby release Xavier University from all claims and liability relating to the licenses I have granted in this section of the Agreement. This Agreement does not obligate Xavier University to use or publish my Image or use the rights I have granted.

If I do not wish to grant Xavier the rights and licenses contemplated by this Section, I understand that I must inform Xavier in writing prior to my participating in the Experience.

X. **Waiver of Liability**. I understand and agree that Xavier does not assume responsibility or liability for and has not made, does not make, and cannot make any representations whatsoever regarding my personal health and safety or that of my property while participating in this Experience. I release Xavier from all claims, including negligence, that may arise from my participation in this Experience, whether foreseen or unforeseen, known or unknown, and I assume full responsibility for any injuries, damages, or losses that may arise out of my participation in this Experience, up to and including my death.

XI. **Acknowledgment**. In consideration of Xavier's financial or other support of this Experience, and because I am voluntarily participating in this Experience, I acknowledge and agree that I assume all risks associated with participating in this Experience and agree to the terms set out in this Agreement. I understand that I may discontinue my participation at any time.

In this Agreement, "Xavier University" means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University, including but not limited to any Xavier University faculty members or employees that were involved in the planning of, making arrangements for or conducting of this Experience. This Agreement shall be construed in accordance with the laws of the State of Ohio. Should any portion of this Agreement be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable. I acknowledge that this Agreement shall bind me as well as my family members, heirs, executors, administrators, personal representatives, dependents, successors and assigns.

I acknowledge that I have read the instructions for completing this Agreement. I certify that I have read and understand this Agreement, and I freely sign it, acknowledging the significance and consequences of doing so. I also acknowledge that I have had all my questions answered to my satisfaction regarding this Experience and this Agreement.

By signing below, I assert that I am at least 18 years of age.

_____ _____
Participant's Signature Date

_
_____
Printed Name

_____
_____
Name of Xavier Student & Participant's Spouse