

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR TRIP(S) INCLUDING AN OVERNIGHT STAY**

This is a legally binding release executed by \_\_\_\_\_ (participant) and by \_\_\_\_\_ (participant's parent or guardian if under 18) and delivered to the University of Central Oklahoma (UCO).

1. I or we, the undersigned, request that participant be allowed to participate in the following activity/trip (activity): \_\_\_\_\_ to be held at the following location: \_\_\_\_\_ on the following date(s): \_\_\_\_\_, 20\_\_\_\_.
2. I agree to abide by all UCO rules and regulations while participating in this trip/activity. I have attended a student conduct briefing conducted by university officials and understood the UCO rules and regulations.
3. In consideration of the participant being permitted to participate in the activity/trip, I or we do release, waive, forever discharge, hold harmless, indemnify, and covenant not to sue together or individually or severally UCO, the Regional University System of Oklahoma (RUSO) for Oklahoma Colleges, their officers, agents, employees, and any students acting as employees (releasees), and the heirs, successors or estates of said releasees, from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which participant may have or which may hereafter accrue to participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by participant or his or her property, whether caused by the negligence or carelessness of the releasees, or otherwise, while participant is 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.
4. I or we have signed this release in full recognition and appreciation of the dangers, hazards, and risks of such activities, which dangers include but are not limited to transportation associated with

this activity, the hazards of traveling in a foreign country, accidents or illnesses in places without adequate or familiar medical facilities, strikes, war, terrorism, weather, sickness, quarantine, government restrictions or regulations, or loss, damage, delay, or expense arising from the use of any vehicle or services, or from the act or omission of any airline, bus, transportation, sight-seeing, hotel, or any other service or transportation company, firm, individual, or agency, or for any cause whatever in connection with this activity, and which could include serious or even mortal injuries and property damage. I or we further attest that I or we have fully discussed the aforementioned risks and hazards, and participant and participant's parent/guardian agree that participant has individually assumed the risks involved with this activity as witnessed below.

5. I or we understand and agree that releasees do not have medical training or medical personnel available at the location of the activity or on the UCO campus. I or we understand and agree that releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action shall be subject to the terms of this agreement. I or we understand and agree that releasees assume no responsibility for any injury or damage or expenses which might arise out of or in connection with such authorized emergency medical treatment.
6. It is my or our express intent that this release shall bind the members of participant's family, spouse, estate, heirs, administrators, personal representatives, and/or assigns. Participant and participant's parent/guardian agree to save and hold harmless, indemnify, and defend releasees from any claim by anyone arising out of participant's participation in the activity.
7. In signing this release, participant and participant's parent/guardian acknowledge and represent that I or we have fully informed ourselves of the content of this release by

reading it before signature, had ample time to seek and confer with legal counsel concerning its contents, and that I or we have reviewed it and understand what it means and that this release is signed as my own free act and deed. No representations, statements, or inducements (oral or written) have been made apart from those in this release. I or we state further that there are no health-related reasons or problems which preclude or restrict the participant's participation in the activity, and that the participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the participant.

8. I or we further agree that this release shall be construed in accordance with the laws of the State of Oklahoma. If any term or provision of this release shall be illegal, unenforceable, or in conflict with any law governing this release, the validity of the remaining portions shall not be affected thereby.
9. I or we acknowledge and agree that this is a limited supervised activity and that participants shall have unsupervised time to travel on their own abroad at their own risk and that I or we agree to hold harmless, indemnify, and defend releases from any claim by anyone arising out of participant's unsupervised activities. Study tours are divided into in-class and out-of-class time. During in-class time the student's behavior will be in conformance with the same rules as on-campus activities; during out-of-class time, the student's behavior will conform with local laws and mores, with the additional factor that the student must at all times behave in a manner that does not embarrass or bring discredit to the University of Central Oklahoma. Violating in-class behavior guidelines described in the code of student conduct, or out-of-class local laws or mores, or bringing discredit or embarrassment to UCO will result in the student being dismissed from the study tour. Additionally, UCO reserves the right to terminate my further participation in the activity

if it deems my conduct detrimental or incompatible with the interests, harmony, comfort or welfare of the study tour as a whole. If my further participation is terminated, I understand that funds paid by me or us in connection with this activity shall not be refunded, and that expenses related to my early departure are entirely borne by me or us.

10. I or we agree that the releasees in charge of this activity reserve the right to make cancellations, changes or substitutions in emergencies or changed conditions in the interest of the group; to alter the cost prior to departure in order to meet unexpected changes in airline fares, lodging rates, group transportation, etc., or because of changes in international currency valuation. The announced fee, schedule and rates are understood to be based on information available at the time the activity plans are made and are subject to change.
11. If signed by a parent/guardian, said parent/guardian states: I am the participant's \_\_\_\_\_ parent \_\_\_\_\_ guardian (*check one*), and I am fully competent and have the legal capacity to sign this release, and I execute this release for full, adequate and complete consideration fully intending for myself, for the participant, and for participant's family, estate, heirs, administrators, personal representatives, and/or assigns to be bound by the same.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Participant printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Participant's parent or guardian (if required) Signature

**EMERGENCY CONTACTS:**

|                       |                      |
|-----------------------|----------------------|
| <b>Name:</b>          | <b>Phone</b>         |
| _____                 | <b>Number:</b> _____ |
| <b>Emergency</b>      | <b>Phone</b>         |
| <b>Contact:</b> _____ | <b>Number:</b> _____ |

**STUDENT DOCUMENTS**

STATE OF \_\_\_\_\_ )  
 )  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that (name) \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he) / (she) signed the said instrument as (his) / (her) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

Commission #: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

Approved for University-wide use by Legal Counsel 7/21/08  
 Revised 6/5/09