



**Full Release and Promise Not to Sue
Concordia University Texas and Its Representatives for Negligence**

Program:	_____
Start Date:	_____ End Date: _____
Concordia:	Concordia University Texas, 11400 Concordia University Drive, Austin, Texas 78726
Participant:	Name: _____ Birth date: _____
<p>IMPORTANT: CAUTION! THIS AGREEMENT INCLUDES A RELEASE OF LEGAL RIGHTS. <i>DO NOT SIGN IT UNTIL YOU HAVE READ, UNDERSTOOD, ACCEPTED, AND INITIALED AT THE BOTTOM OF ALL 5 PAGES, THE TERMS AND RISKS IDENTIFIED IN THIS AGREEMENT (INCLUDING THE GLOSSARY).</i></p>	
	Signature: _____ Date: _____
Parent/Guardian:	Name: _____ <i>(Needed if Participant is a minor)</i>
	Signature: _____ Date: _____

1. Basic Acknowledgements

- 1.1 Participant hereby agrees to all of the terms and conditions of this Assumption of Risk, Release and Participation Agreement ("Agreement"), without exception or reservation of any kind, and acknowledges that in the absence of this Agreement Participant will not be permitted to engage in the Program.
- 1.2 **Participant acknowledges and understands that travel can be HAZARDOUS.** While Concordia University Texas and its affiliates ("Concordia") have taken reasonable and prudent steps to reduce foreseeable risk, significant risk may exist for personal injury, death or property damage related to my participation in this **Program**. Participant agrees that travel to and from the Program, participation in sponsored and non-sponsored activities, overnight lodging, tours or other activities related to the Program can also be **HAZARDOUS**. Participant understands that the following applies to all activities undertaken during the Program.
- 1.3 Although I may have been encouraged to participate in the Program for the sake of my personal growth, and even if Program participation has been made a condition for a major, a degree, or graduation, I acknowledge that I have freely chosen Concordia and this Program, and thus my participation in this Program in one or more foreign countries or off-campus destinations is purely **voluntary**.
- 1.4 I am an adult, over eighteen years of age. *(If not, this document is co-signed above by one or more of my parents or guardians.)*
- 1.5 I have read this document thoroughly, including the Glossary at the end. I fully understand that my signature means that, in consideration of my acceptance into the Program, I am accepting all risks related to my participation in the Program. I acknowledge that this document, including the Glossary, contains serious and substantial language regarding potential harm to me or my belongings.
- 1.6 I have read, or will read, and am responsible for knowing and understanding the contents of, any and all materials supplied by Concordia to prepare me for this experience. I have participated in, and/or will participate in, with full attention, all orientation events required for this Program.
- 1.7 I am fully and personally responsible for completing all Program requirements, including the timely submission of all forms and documents necessary prior to departure. I recognize that my acceptance into the Program is contingent on fulfilling certain duties, and my failure to do so may result in my not being allowed to participate in the Program.

2. Travel & Transportation Matters

- 2.1 Certain **Travel Risks** are involved in going to, from and within off-campus destinations. Many of these risks are not present on the Concordia campus. I understand that it is my responsibility to make myself aware of the various travel risks associated with the Program prior to the start of the Program.
- 2.2 If any **Loss** due to Travel Risk occurs, I will accept full responsibility for covering that Loss, whether through personal insurance, personal funds, or other personal sources. I agree that Concordia has no liability for such Loss.
- 2.3 If I elect to travel in a vehicle I have hired or chartered, I understand that the qualifications of the driver and determination of the sufficiency of insurance coverage for the vehicle and driver are my responsibility.
- 2.4 If I become detached from the Program group, fail to meet a scheduled departure, or become ill or injured, I will bear all responsibility and costs to seek out, contact, and reach the group.
- 2.5 I acknowledge and understand that the Program may include travel to other states or foreign countries. I understand that the laws of these jurisdictions may differ from those of the State of Texas and/or the United States of America. Participant is solely responsible for compliance with any and all applicable laws and assumes all dangers and risks associated with such travel.
- 2.6 If the Program involves travel outside of the United States of America, I understand that the Program may involve additional risks to property damage and bodily or personal injury. These risks may include foreign political, legal, social or economic conditions, terrorism, differing safety standards, local medical and weather conditions. I understand that I may access up-to-date information about the host country by the U.S. State Department at <http://www.state.gov/travel>.

3. Medical Matters

- 3.1 I understand I may visit areas where certain **Biomedical Hazards** are present that are not commonly encountered on the Concordia campus; these may be definite and significant risks in certain countries and destinations. Concordia cannot recommend precautions appropriate for each individual.
- 3.2 Prior to participation in the Program, I will consult with a health care practitioner of my choice in order to become familiar with the Biomedical Hazards that may be encountered in the Program destination(s), and to obtain the appropriate means of **Medical Prevention** or mitigation.
- 3.3 I am aware of my personal medical needs. Whether or not I have exercised my opportunity to consult with a health care practitioner of my choice, I assure Concordia that there are no health related reasons, physical or psychological impairments or problems that in the exercise of reasonable care would preclude or restrict my participation in the Program, or would put myself or others in danger by my participation.
- 3.4 I have completed or will complete-honestly, accurately, and fully-any required pre-departure health forms.
- 3.5 I understand that water and food sources in off-campus locations may be contaminated. Building, vehicle, and other safety standards at off-campus destinations may be less stringent than those at home. Providers of food, water, shelter and transportation are not agents of, nor represented by, Concordia.
- 3.6 I will exercise reasonable and/or recommended precautions with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors. I further agree to follow health guidelines which I received before or while participating in the Program.
- 3.7 I am aware of the coverage and limits of my own health insurance and/or any health insurance purchased for this trip that applies to me. I have arranged for whatever insurance I consider adequate to meet any and all needs for payment of medical care while off-campus.
- 3.8 **I GRANT CONCORDIA FULL AUTHORITY TO TAKE WHATEVER ACTION THEY FEEL IS WARRANTED UNDER THE CIRCUMSTANCES REGARDING MY PHYSICAL AND MENTAL HEALTH AND SAFETY, INCLUDING PLACING ME, AT MY OWN EXPENSE, IN A HOSPITAL AT ANY POINT FOR MEDICAL SERVICES AND TREATMENT, OR IF NO HOSPITAL IS AVAILABLE, TO PLACE ME IN THE HANDS OF A LOCAL HEALTH CARE PROVIDER FOR TREATMENT. CONCORDIA IS FURTHER AUTHORIZED TO RETURN ME TO MY PLACE OF ORIGINAL DEPARTURE OR TO ANOTHER LOCATION FOR MEDICAL TREATMENT IF NECESSARY. IN THE EVENT THAT I AM UNABLE TO ACT FOR MYSELF, I HEREBY AUTHORIZE CONCORDIA'S EMPLOYEE(S) OR AGENT(S) WHO IS SUPERVISING THE PROGRAM TO ACT ON MY BEHALF IN AUTHORIZING AND CONSENTING TO EMERGENCY MEDICAL CARE INCLUDING SURGERY, IF NECESSARY, DENTAL CARE, AND/OR HOSPITALIZATION IF I BECOME ILL OR AM INJURED WHILE PARTICIPATING IN THE PROGRAM. THIS AGREEMENT MAY BE PRESENTED TO THE APPROPRIATE MEDICAL/DENTAL STAFF AT SUCH TIME AS EMERGENCY MEDICAL CARE, DENTAL CARE OR HOSPITALIZATION IS REQUIRED.**

3.9 ULTIMATELY, I ASSUME ALL RISK FOR THE COST OF MY MEDICAL CARE, INCLUDING TRANSPORTATION AND HOSPITALIZATION, WHILE IN, OR IN TRANSIT TO OR FROM, ANY OFF-CAMPUS DESTINATION. I HEREBY RELEASE AND DISCHARGE CONCORDIA FROM ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER WHICH MAY ARISE OUT OF THE DECISION TO PROVIDE EMERGENCY MEDICAL CARE, DENTAL CARE OR HOSPITALIZATION DURING THE PROGRAM.

4. Activity Matters

- 4.1 I will not participate in any non-Program Activities which: 1) involve extraordinary or apparent risks; 2) are identified as **Hazardous Activities** in the Glossary; or 3) a reasonable person would not undertake when aware that the action has significant risk of Loss.
- 4.2 I understand that possession, sale, distribution or use of illegal drugs or a weapon(s) will constitute grounds for terminating my participation.
- 4.3 I am aware that my behavior can reflect, for better or worse, upon Concordia. Throughout the experience I will behave in a manner consistent with all Concordia and affiliated organization policies which apply to me. This may include, but is not limited to, student life policies, handbooks, and behavioral expectations. I further agree to comply with any rules, standards of behavior or instructions Concordia's employee(s) or agent(s) who is supervising my participation in the Program may reasonably establish. I agree that such employee(s) or agent(s) shall have the right to enforce such rules, standards of behavior or instruction.
- 4.4 In the event that the Program Director, in his or her exclusive discretion, should determine that my conduct or academic performance is detrimental to the Program or to other participants, the director may terminate my participation in this Program. I understand that if my participation is terminated in this way, I will be responsible for the entire Program costs and for return travel (if any).
- 4.5 As a guest in any off-campus destination, certain behaviors and forms of attire fully acceptable at home may not be acceptable or may be offensive to the local population and such behaviors or attire could lead to the Program Director, in his or her exclusive discretion, to disrupt or terminate my participation in this Program.
- 4.6 In recognition of and in addition to the above, I acknowledge the need for the following promises, agree to abide by them, and realize that I could be sent home at my own expense for dishonoring any of them:
- A. I will abide by the Program's policies on drugs and alcohol at all times.
 - B. I will participate in all scheduled activities unless I am ill or prevented from attending for causes beyond my control.
 - C. I will abide by dress and cultural standards suitable to the destinations visited.

5. Academic Matters

- 5.1 I understand that if I am enrolled in a credit-bearing international program or travel study course approved by Concordia University Texas, that:
- A. I do not receive academic credit for personal travel.
 - B. International study programs are strictly academic in nature, and I must expect to invest at least the same amount of time and effort that would be required for courses at a comparable level on the home campus.
 - C. Travel on weekends and holidays must not conflict with scheduled lectures or classes. I am responsible for making travel plans which will permit me to attend all regularly scheduled class activities and field trips.
- 5.2 I have complied with University requirements to register for all off-campus credits through the Registrar's Office prior to leaving campus. I have deposited my *Transfer Course Approval Form* containing the requisite signatures with the Registrar's Office.
- 5.3 I understand that I am required to attend all scheduled classes, lectures, activities and field trips and all mandatory pre-departure orientation sessions provided by Concordia.
- 5.4 I am aware that I may receive letter grades for credit-bearing work earned through Concordia University Texas's approved programs. Courses taken through an approved off-campus study program in which a grade of "D" or better is reported will be awarded credit. All letter grades (A through F) earned abroad will appear on my transcript and factor into my Concordia GPA.

6. Other Matters

- 6.1 I understand and agree that I am responsible to have sufficient funds available for: 1) personal care while participating in the Program, 2) restoration of any Loss, and 3) my return transportation under any and all circumstances.

- 6.2 I understand that Concordia makes reasonable accommodations for students with disabilities who are otherwise qualified to participate in its activities and programs. However, I am aware the Americans with Disabilities Act does not govern accessibility standards in other countries. While Concordia will attempt to arrange reasonable accommodations for students with disabilities, Concordia assumes no responsibility for assuring accessibility in off-campus locations not owned or controlled by Concordia and cannot guarantee accommodations will be available.
- 6.3 I understand all services and accommodations I receive while off-campus are subject to the laws of the location in which they are provided.
- 6.4 Should I have or develop legal problems while on the Program, I will attend to the matter with my own personal funds. Concordia is not responsible for providing any assistance under such circumstances.
- 6.5 I understand and agree that :
- A. Concordia reserves the right to make cancellations, changes or substitutions in emergencies or changed conditions or, in the interest of each group, prior to tour departure to alter the cost in order to meet unexpected changes in airline fares, lodging rates, etc.;
 - B. If performance of the conditions and agreements in the current Program brochures and information distributed to me must be altered because of war, strike, weather, government restrictions or regulations, act of God, or any other similar reason, Concordia has the right to alter or cancel all or part of the Program; and
 - C. Refund can be made only of those funds not actually used or committed, and the amount of refund will be determined on individual **Participant** basis by Concordia.
- 6.6 I agree that this agreement is meant to be as broad and inclusive as permitted by, and will be construed under, Texas law, and that Travis County, Texas will serve as the venue for any legal proceedings incident to the Program. The terms of this agreement are severable, such that if a court of law holds any term to be illegal, unenforceable, or in conflict with law, the validity of the remaining portions will not be affected. This agreement supersedes any earlier written or oral understandings or agreements between Concordia and Participant.
- 6.7 **I ACKNOWLEDGE THAT I COULD EXPERIENCE SIGNIFICANT AND NON-COMPENSABLE LOSS WHILE A PARTICIPANT IN THIS PROGRAM, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:** bodily illness, personal injury, dismemberment or death, lawful or unlawful detention (i.e., jail or kidnapping), deprivation, disappearance, damage, destruction or theft (or the like) of personal property, including luggage and personal effects; additional expenses due to Travel Risks; inconvenience, delay, or embarrassment, and loss due to any of the additional risks particular to this trip and/or destination, or included on any additional listing of specific risks made available to me.
- 6.8 **I HEREBY SPECIFICALLY ASSUME THE RISKS OF POTENTIAL OR ACTUAL PERILS AND HAZARDS ATTENDANT TO (AND INCLUDING BUT NOT LIMITED TO) ACTIVITIES, BIOMEDICAL HAZARDS, NATURAL HAZARDS, and TRAVEL RISKS.**
- 6.9 **IN CONSIDERATION OF MY PARTICIPATION IN THE PROGRAM, I AGREE (ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS), TO FULLY AND FOREVER RELEASE, HOLD HARMLESS, AND INDEMNIFY CONCORDIA UNIVERSITY TEXAS, INCLUDING ITS PAST AND PRESENT BOARD MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND INSURERS FROM AND AGAINST ANY LIABILITY, DAMAGES, CLAIMS, LAWSUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS FEES AND COSTS OF INVESTIGATION), AND ACTIONS OF ANY KIND OR DESCRIPTION FOR ANY DAMAGE TO OR LOSS OF MY PROPERTY OR THE PROPERTY OF ANOTHER, ANY INJURY TO ME OR MY DEATH, OR THE INJURY TO OR DEATH OF ANY OTHER PERSON OR ANY ONE OR MORE OF THE FOREGOING, ARISING OUT OF MY PARTICIPATION FOR ANY PURPOSE IN THE PROGRAM, INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF CONCORDIA, INCLUDING ANY NEGLIGENT CONDUCT OF CONCORDIA but excluding any gross negligence or willful misconduct of Concordia.**

Glossary

Note: key terms and descriptions include all eventualities and alternatives, whether listed or not listed.

Activities - All Program undertakings involving physical work, sports, or recreational activities.

Attached Listing - Risks and hazards specific to this particular Program, attached to this document as a separate page.

Biomedical Hazards - These include, but are not limited to, infectious, tropical, parasitic, and other diseases, viruses or bacteria; contaminated water or food; and insect, spider, snake, fish, or animal bites, which may cause Loss.

Concordia – Concordia University Texas, all related, affiliated and subsidiary entities and its entire faculty, staff, trustees, insurers, agents, assistants or volunteers either in their individual capacities or by reason of their relationship to Concordia University Texas, or their successors. A specific affiliate is Can-Do Missions.

Emergency Contact - The person(s) who should be notified as quickly as possible in the event of an emergency involving Participant.

Hazardous Activities - Exceptionally dangerous events, including but not limited to, rock climbing, rappelling, scuba, free or high diving; white water rafting; bungee jumping; running with bulls; motorcycle or motorized scooter riding; spelunking; dangerous hiking; hitchhiking; intentional or unwitting Travel into areas with hazard of criminal, political or terrorist activity, unrest or danger.

Loss - See paragraph 6.7 above

Medical Prevention - Inoculation, immunization, or prophylactic prescription of medications.

Natural Hazards - Perils of extreme weather and acts of God, including but not limited to earthquake, fire, flood and avalanche.

Parent/Guardian - Signature of parent or guardian is required **only** when Participant is under 18 years of age.

Participant - Program participant named below and sometimes identified in the document as: I/me/my/mine".

Program - All activities and Travel pertaining to the activity identified below, from the commencement to the completion of all Travel.

Travel - Transportation or excursions by any means of conveyance (e.g. airplane, bicycle, bus, boat, motorcycle, skateboard, taxi, train), whether planned or spontaneous, and whether individually or as part of a group.

Travel Risks - Risk of Loss, delays, changes in the means of transportation or in the performance of other services; sickness, weather, vehicle accidents, strikes, wars, natural disasters, pickpockets, official corruption, or other unforeseen political, social, or legal risk.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Medical Release and Consent Authorization

Activity: _____	Start Date: _____	End Date: _____
Participant Name: _____	Birth date: _____	

Participant:	
Address: _____	
Phone: _____	
Emergency Contact:	
Name: _____	Relationship: _____
Daytime Phone: _____	Evening Phone: _____
Name: _____	Relationship: _____
Daytime Phone: _____	Evening Phone: _____
Medical Information:	
Insurance Provider: _____	Policy Holder Name: _____
Policy ID Number: _____	Group ID Number: _____
Insurance Provider Phone: _____	Insurance Provider Fax: _____
Physician Name: _____	Physician Phone: _____
Physician Address: _____	
Known Medical Issues and Medications:	
(This information is used only in the event it needs to be provided to emergency personnel in an emergency situation. Concordia accepts no responsibility to distribute medications or ensure any prescribed medication is properly taken by the participant.)	
Medical Issue: _____	Medication Taken: _____
Dosage Taken: _____	Dosage Frequency: _____
Medical Issue: _____	Medication Taken: _____
Dosage Taken: _____	Dosage Frequency: _____
Medical Issue: _____	Medication Taken: _____
Dosage Taken: _____	Dosage Frequency: _____
Allergies: _____	

Medical Release and Consent Authorization

Activity: _____	Start Date: _____	End Date: _____
Participant Name: _____		Birth date: _____

CONSENT

I GRANT CONCORDIA UNIVERSITY TEXAS, AND ANY RELATED AND AFFILIATED ENTITIES (CONCORDIA) FULL AUTHORITY TO TAKE WHATEVER ACTION THEY FEEL IS WARRANTED UNDER THE CIRCUMSTANCES REGARDING MY PHYSICAL AND MENTAL HEALTH AND SAFETY, INCLUDING PLACING ME, AT MY OWN EXPENSE, IN A HOSPITAL AT ANY POINT FOR MEDICAL SERVICES AND TREATMENT, OR IF NO HOSPITAL IS AVAILABLE, TO PLACE ME IN THE HANDS OF A LOCAL HEALTH CARE PROVIDER FOR TREATMENT. CONCORDIA IS FURTHER AUTHORIZED TO RETURN ME TO MY PLACE OF ORIGINAL DEPARTURE OR TO ANOTHER LOCATION FOR MEDICAL TREATMENT IF NECESSARY. IN THE EVENT THAT I AM UNABLE TO ACT FOR MYSELF, I HEREBY AUTHORIZE CONCORDIA'S EMPLOYEE(S) OR AGENT(S) WHO IS SUPERVISING THE PROGRAM TO ACT ON MY BEHALF IN AUTHORIZING AND CONSENTING TO EMERGENCY MEDICAL CARE INCLUDING SURGERY, IF NECESSARY, DENTAL CARE, AND/OR HOSPITALIZATION IF I BECOME ILL OR AM INJURED WHILE PARTICIPATING IN THE PROGRAM. THIS AGREEMENT MAY BE PRESENTED TO THE APPROPRIATE MEDICAL/DENTAL STAFF AT SUCH TIME AS EMERGENCY MEDICAL CARE, DENTAL CARE OR HOSPITALIZATION IS REQUIRED.

RELEASE

ULTIMATELY, I ASSUME ALL RISK FOR THE COST OF MY MEDICAL CARE, INCLUDING TRANSPORTATION AND HOSPITALIZATION, WHILE IN, OR IN TRANSIT TO OR FROM, ANY DESTINATION. I HEREBY FOREVER RELEASE AND DISCHARGE CONCORDIA UNIVERSITY TEXAS, INCLUDING ITS PAST AND PRESENT BOARD MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND INSURERS FROM ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER WHICH MAY ARISE OUT OF THE DECISION TO PROVIDE EMERGENCY MEDICAL CARE, DENTAL CARE OR HOSPITALIZATION DURING THE ACTIVITY.

I have read this release and consent authorization and understand the terms used in it and their legal significance. This release and consent authorization is freely and voluntarily given.

Participant Signature: _____ Date: _____

Parent / Guardian (*Required if Participant is a Minor*) - I certify that I am the parent/legal guardian of the above named participant and I consent to medical treatment for my child. I have reviewed this completed form and certify the information is correct and I HAVE READ THE RELEASE AND CONSENT AUTHORIZATION AND UNDERSTAND AND AGREE TO ITS CONTENTS.

Name: _____ Signature: _____ Date: _____

Notary of the Public (*Required if Participant is a Minor*) State of _____
County of _____

_____, personally appeared before me on _____, and signed this Medical Release and Consent Authorization, and further states that he/she has read the above Medical Release and Consent Authorization and the statements therein contained are true.

Notary Public's Name: _____

Notary Public's Signature: _____

Commission Expires: _____

(Personalized Seal)