FACULTY /STAFF ASSUMPTION OF RISK AND RELEASE FORM

This Form is Required IF:
  • You are traveling internationally using WFU funds

This Form is NOT Required IF:
  • You are leading a GROUP of WFU students on an approved WFU study abroad Program
  • You are leading a GROUP of WFU faculty/staff on an international trip

THIS IS A LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

This document pertains to the following international travel (the “Travel”) undertaken with Wake Forest University (“Wake Forest”) funds. For example: study abroad program, international service trip, individual research, professional conference, etc.

Name of Faculty/Staff: __________________________________________ e-mail __________________________

Last/First/Middle

Description of International Travel: ____________________________________________________________

Location: ____________________________ Dates of Travel: ____________________________

In consideration of the opportunity to participate in the above identified off-campus program, the undersigned agrees to the following:

1. **Voluntary Participation.** I am a faculty/staff member of Wake Forest and request permission from Wake Forest for this International Travel. I fully realize that this Travel is not required and that I am not being forced in any way to take part in this Travel. I voluntarily choose to participate in this Travel.

2. **Risks of Program.** I understand that this Travel involves international travel and living in a foreign country, and exposes me to certain risks and dangers. Some of these risks include, but are not limited to, the following:
   * the hazards of travel by airplane, boat, train, bus, car, or other forms of transportation
   * different or unstable political, legal, social and economic conditions
   * local health and weather conditions
   * the potential of criminal or injurious acts by others, including terrorism
   * physical exertion or emotional distress associated with length of travel or activities undertaken while abroad
   * exposure to infectious, communicable and other diseases
   * loss of valuable personal property
   * injury resulting in serious, permanent physical injury, or even death, resulting from accident, natural disasters or acts of God; from strikes, war, quarantine or government restrictions; or from medical care or treatment received while abroad
   * lack of competent medical services
   and also the following risks specific to this Travel:

   ____________________________________________________________

   ____________________________________________________________

   I understand and assume these risks.

3. **Fitness to Participate.** Understanding the above-mentioned risks, and understanding that participation in this Travel may subject me to physical exertion, I hereby state that I am physically fit to participate.
4. **Release of Claims.** Knowing the risks described above, and in consideration of being allowed to participate in the Travel, I hereby assume all risks and responsibilities surrounding my participation in the Travel, and I release Wake Forest, its officers, trustees, agents and employees from any and all liabilities, claims, or demands for damages for personal injury, disability, property damage or other loss of any kind that I may sustain as a result of my participation in the Travel, whether such loss results from the negligence of such released parties or otherwise (except for claims or liability arising directly from the gross negligence of such parties). I further agree to indemnify and hold harmless Wake Forest, its officers, trustees, agents and employees, from any and all loss, liability, damage or costs that it or they may incur as a result of my participation in the Travel or arising from any of my acts or omissions.

5. **Compliance with Rules and Policies.** I agree to comply with all the rules, regulations and policies of Wake Forest. I acknowledge that authorized officials of Wake Forest may from time to time establish rules and policies for International Travel which may be announced orally or in writing. I understand that each foreign country has its own laws and standards of acceptable conduct, including those related to dress, manners, morals, politics, drug use, and behavior. I recognize that behavior which violates those laws or standards could harm Wake Forest’s relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of and abide by all such laws and standards for each country to or through which I will travel during my participation in this Travel.

6. **Medical Treatment Authorization.** Wake Forest, its officers, trustees, agents and employees, is authorized (but is not obligated) to take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto (to the extent such expenses are not covered by my insurance) and hereby release Wake Forest (and its officers, trustees, agents and employees) from any liability for any such actions or for payment for such authorized treatment, to the extent such payment for authorized treatment is not covered by Wake Forest’s group insurance benefit program.

7. **Certification of Health Insurance Coverage.** I am presently covered by standard health insurance providing for medical treatment, and such insurance will be fully effective during the entire period of my participation in the Travel. My health insurance information is as follows:

   Name of the insuring company: __________________________________________

   Address: _______________________________________________________________

   Group number of the policy: ______________________ My individual policy number: __________________

8. **Program Changes.** Wake Forest has the right to deny funds for travel outside the United States at any point prior to departure. However, I understand and acknowledge that the provision of funds for International Travel does not imply that Wake Forest accepts responsibility for any risks associated with the travel. I understand that Wake Forest is not responsible for any such disruptions in the Travel, nor for any consequent expenses I may thereby incur. I acknowledge that I have been advised of the availability of “trip insurance”, which I may elect to purchase at my own cost, to reimburse any losses (for example, for medical evacuation) which I may suffer due to unexpected cancellation or early termination of my Travel.

9. **Binding Effect; Construction; Forum.** I acknowledge that this contract will bind members of my family, my spouse, heirs, assigns and personal representative. This contract will be construed under the laws of the State of North Carolina, which will be the forum for any lawsuits filed under or incident to this agreement or to the Program.

_________________________________________   ___________________________
Signature of Faculty/Staff                          Date

_________________________________________
Printed Name of Faculty/Staff

Revised November 3, 2011