

**High Point University**  
**Domestic or International Overnight Travel**  
**Assumption of Risk, Health Disclosure, and Release**

For Students Participating in High Point University Overnight Travel Programs  
***THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING.***

Full Legal Name of Applicant: \_\_\_\_\_ (please print)

Date of Birth: \_\_\_\_\_ (If Applicant is under 18 years of age, a parent or legal guardian must also read and sign this form.)

Program Title: \_\_\_\_\_

*The following agreement is designed to protect students, faculty, High Point University, and the other universities, programs, agents and agencies cooperating with High Point University. We ask that all applicants (and parents as necessary) sign this form to indicate their agreement and consent to the terms contained herein.*

*High Point University does not discriminate against individuals who have or have had physical, emotional, or mental disorders. Such information may be important, however, in trying to place students in appropriate domestic or international travel programs, particularly when their medical condition(s) may pose a risk to the health and safety of themselves and/or others. In addition to the requirements of this form, applicants are invited to provide the Director of Experiential Learning and the coordinating faculty member with any health information they feel may be helpful in either selecting or participating successfully in an off-campus domestic or international travel program.*

**I hereby agree as follows:**

**1. Risks of Off-Campus Domestic or International Travel.** I understand that participation in off-campus domestic or international travel programs involves risks not found in study on the High Point University campus. These include risks involved in traveling to and within, and returning from, one or more domestic or international locations; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical and weather conditions; and other matters. I have made my own investigation and am willing to accept these risks.

**2. Institutional Arrangements.** I understand that High Point University does not represent or act as an agent for, and cannot control the acts or omissions of, any affiliate or host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in off-campus domestic or international travel programs. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University from responsibility for any injury, loss, damage, accident, delay, or expense arising out of any such matters.

**3. Orientation.** I understand that I am required to attend all classes, orientation sessions, and pre-departure meetings. It is my responsibility to make arrangements to attend these mandatory meetings.

**4. Site-Specific Issues.** I understand that there may be cultural, economic, legal, political, behavioral, and societal factors which may impact this program and my participation. I agree to make reasonable effort to acquaint myself with these factors and to adjust my behavior accordingly.

**5. Independent Activity.** I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or otherwise separated or absent from any University-supervised activities. I also understand that maintaining contact with the program leaders and other

program participants may be very important for safety, health, and emergency purposes. I agree to maintain ongoing communication with these persons and to let them know my general whereabouts should the need to contact me arise.

**6. Health Considerations, Disclosure, and Safety.** I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related circumstances which preclude or restrict my participation in off-campus domestic or international travel programs.

Section A. If I have experienced any medical or psychological problems which may pose a direct threat to the health or safety of myself and/or others while I am participating in an off-campus domestic or international travel program, I will provide the details of any such problems in the space provided below or on attached pages. **For those individuals with diagnosed disabilities, the use of such information will be limited to those purposes permitted by the Americans with Disabilities Act of 1990. I agree to inform High Point University as early as possible, but no later than two months prior to the start of the program, of any conditions for which I may need special accommodation.**

Description of medical or psychological needs: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section B. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in any off-campus domestic or international travel programs. I recognize that High Point University and the program staff will, on a best-efforts basis, attend to any of my medical or medication needs or hospital care during my participation in any off-campus domestic or international travel program, and that High Point University is not responsible for the cost or quality of such treatment or care. If I have supplied health information in Section 6(A) or in attachments to this document, I agree that High Point University's knowledge of such information does not render the University responsible for any related harm caused to myself or others and that the University is not liable for any damages that may result from any health condition(s) described therein.

Section C. The University may (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 relating thereto and release the University from any liability for any such actions.***

Section D. I understand that domestic or international travel may expose me to certain illnesses or diseases. I have consulted my own doctor or other appropriate health officials, and I have acquired the necessary immunizations required by the U.S. Center for Disease Control for the areas I am visiting.

**7. Standards of Conduct.** I recognize that behavior which violates the laws or standards of domestic or international locations outside High Point University could harm the University's relations with those locations and the institutions therein, as well as my own health and safety.

Section A. I will become informed of, and will abide by, all such laws and standards for each location to or through which I will travel during the program.

Section B. I also will comply with High Point University rules, standards, and instructions for student behavior. I waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University, or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.

Section C. I agree that the University has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the program or other participants. I recognize that due to the circumstances of off-campus domestic or international travel programs, procedures for notice, hearing, and appeal applicable to student disciplinary proceedings at the University do not apply. ***If I am expelled, I consent to being sent home at my own expense with no refund of fees.***

Section D. I will attend to any legal problems I encounter in any domestic or international locations outside High Point University. High Point University is not responsible for providing any assistance under such circumstances.

Section E. I acknowledge and understand that I am solely responsible for obtaining and keeping safe my identification, money, travelers checks, tickets, jewelry, and other property and that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings. I acknowledge that I have obtained adequate insurance or that I have sufficient funds to replace such belongings.

Section F. I hereby agree to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. I further agree that, in the event I become detached from the off-campus domestic or international travel group, fail to meet a departure bus, airplane or train, or become sick or injured, I will bear all responsibility to seek out, contact, and reach the off-campus domestic or international travel program group at its next available destination and that I will bear all costs attendant thereto.

**8. Program Changes.** I understand that the University will attempt to maintain the program as described in its publications and brochures, but agree that it has the right to make cancellations, substitutions, or changes in the program, including itinerary, travel arrangements, or accommodations, at any time and for any reason it deems sufficient or necessary to promote the program objectives, safety issues, or institutional needs, with or without advance notice. I accept all responsibility for loss or additional expense due to delays or other changes in the means of transportation, services, sickness, weather, strikes or other unforeseen causes.

**9. Coursework.** I agree to complete all academic work assigned by the due date. I understand that the only exceptions to the foregoing may be early departure from the location in the event of a medical or personal emergency, a conduct-related expulsion, or in the event that I complete all my assignments and examinations within a stated period at the end of the term. I also agree to remain on site as required by my specific program.

**10. Right of Notification.** Notwithstanding any law to the contrary, I understand that under certain circumstances High Point University personnel reserve the right to notify my family, host family, and other High Point University personnel—as well as law enforcement and medical authorities as necessary. I authorize the University to share any other documents and/or information related to my participation in the program with my parents or legal guardian for the purpose of informing them about the nature of the program, the obligations I have undertaken pursuant to this agreement, and my experience in the program.

**11. Right of Termination.** I understand that High Point University reserves the right to terminate my participation at any time during the period of the off-campus domestic or international travel program if I fail to meet the requirements of academic standards and general behavior as written in the High Point University Bulletin or Student Handbook. If my participation is terminated at any time as a result of my own failure to meet the University's guidelines for academic standards and general behavior, I consent to being sent home at my own (or my parents') expense and/or forfeit any expenses paid on my behalf for the course, and will be held responsible for any expenses paid on my behalf that I have not yet paid.

**12. Role of Program Leaders, Faculty and Staff.** I understand that the program leaders, directors, and faculty are acting solely in their capacity as agents of High Point University, and I agree to waive any and all claims against them individually or the University for losses occasioned to me by any delays in arrivals or departures of air flights or for the failure, due to bankruptcy or otherwise, of the companies providing transportation, hotel, food, tour services, or other goods or services.

**13. Assumption of Risk and Release of Claims.** Knowing the risks described above, and in consideration of being permitted to participate in an off-campus domestic or international travel program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in such programs. To the maximum extent permitted by law, I release and indemnify High Point University and its officers, employees, agents, and affiliates, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in a domestic or international travel program (including periods in transit to or from any location where such a program is being conducted). I have carefully read all pages of this agreement before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. My agreement to participate in the program is wholly voluntary, and prior to signing this agreement, I have had the right to consult with the advisor, counselor or attorney of my choice. I have read this entire document and understand that I am giving up legal rights that I might otherwise have, including the right to sue.

This agreement shall become effective only upon its receipt by High Point University and shall be governed by the laws of the state of North Carolina, which shall be the only forum for any lawsuits filed under or incident to this agreement, or arising out of events sponsored by or associated with High Point University. I agree that, should any provision of this agreement be found to be unenforceable, all remaining provisions of this agreement will remain in full force and effect.

Name (print): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ High Point ID#: \_\_\_\_\_

Primary e-mail address: \_\_\_\_\_

Health insurance carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date \_\_\_\_\_

(If student is under 18 years of age, a parent or legal guardian must also read and sign this form.)

I am the parent or legal guardian of the above Minor Applicant, have read the foregoing Form (including such parts as may subject me to personal financial responsibility), and am and will be legally responsible for the obligations and acts of the student as described in this Form, and agree, for myself and for the student, to be bound by its terms.

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

(If student is under 18 years of age)