

**WAIVER AND RELEASE AGREEMENT FOR  
EDINBORO UNIVERSITY OF PENNSYLVANIA TRAVEL PROGRAM**

I \_\_\_\_\_, will be a participant in Edinboro University of Pennsylvania's (EUP) travel program to **The Galapagos Islands & Ecuador** from **June 11, 2018 until June 21, 2018** ("the Program"). In consideration for being permitted to participate in the Program, I hereby agree and represent that:

1. I recognize that risk of injuries is a possible consequence of participation in any travel activity and that no amount of reasonable instruction and supervision, or use of proper equipment or facilities will prevent every type of injury. I realize and understand that severe injuries are always a possibility. I appreciate the character of this risk involved and I voluntarily assume all risk of injury. I have carefully considered how the possible consequences of injury may impact my life, and choose to accept this risk and to participate in the travel activities.

2. In accepting this risk, I expressly and explicitly release, discharge and waive any and all responsibility of EUP, the Pennsylvania State System of Higher Education, the Commonwealth of Pennsylvania, and the employees, officials or agents of any and all of the foregoing, pertaining or related to, or arising from, in any manner, injuries to my person as a result of participation in this activity.

3. I have or will secure health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program. By my signature below, I certify that I have confirmed that my health care coverage will adequately cover me while outside the United States, and hereby release the Board of Governors of the State System of Higher Education, the State System of Higher Education, the Commonwealth of Pennsylvania, EUP, and the employees and agents of these entities, from any responsibility, or liability for expenses incurred by me for injuries or illnesses (including death and repatriation) that I may incur because of those injuries or illnesses.

4. It is the responsibility of the Participant to secure all appropriate insurances including but not limited to for self, personnel belongings and travel expenses.

5. I understand that, although EUP will attempt to maintain the Program as described in its publications and brochures, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without, notice, and that the Board of Governors of the State System of Higher Education, the

State System of Higher Education, the Commonwealth of Pennsylvania, nor the University, or the employees and agents of these entities, shall not be responsible or liable for any expenses or losses that I may sustain because of these changes.

6. I understand that the University reserves the right to decline to retain me in the Program at any time should my actions or general behavior, in the sole discretion of the University, be determined to impede or obstruct the progress of the Program in any way or jeopardize the health, safety and/or welfare of myself or others.

7. I understand that, although EUP has made reasonable efforts to assure my safety while participating in the Program, that there are unavoidable risks in travel overseas, and I hereby release and promise not to sue the Board of Governors of the State System of Higher Education, the State System of Higher Education, the Commonwealth of Pennsylvania, the University, or the employees and agents of these entities, for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Program including but not limited to services provided by third parties. It is my responsibility prior to departure to review all official travel notices issued by the United States Department of State as to any warnings or restrictions pertaining to those places that are on the program's itinerary. Participation in this program is evidence of my assessing the risk associated with all such information and my desire to assume the risk of travel to those places on the program itinerary.

8. I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.

9. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, I have the right to consult with the adviser, counselor, or attorney of my choice.

10. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such adjudication will occur in the courts of, and be determined by the laws, of, the Commonwealth of Pennsylvania.

11. This agreement represents my complete understanding with EUP concerning its responsibility and liability for my participation in the Program, supersedes an previous or contemporaneous understandings I may have had with EUP on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

12. I represent that I am at least eighteen years of age or, if not, that I have secured below the signature of my parent or guardian as well as my own.

PARTICIPANT has read this *Waiver and Release Agreement*, understands its contents, intending to be legally bound hereby and acknowledges that it is signed freely, voluntarily, and under no compulsion.

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Participant (please print)

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Participant (signature)

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Date