

CUNY INTERNATIONAL TRAVEL PARTICIPATION, WAIVER, AND EMERGENCY CONTACT FORM

This form has been developed by the CUNY Office of the General Counsel (OGC) and cannot be altered or adapted except in the answerable fields without approval from OGC.

PART A to be completed by the Program Director (then duplicated for completion of Part B by participating students)

Description of Activity

(“College”) of The City University of New York (“University”) believes that participation in organized, off-campus activities by its students can be an important part of a student’s learning experience. Off-campus activities may, however, involve certain risks, both to the participating students and to the College/University. In order to participate, each student must read carefully, complete, and sign this International Travel Participation, Waiver, and Emergency Contact Form and submit it to the Program Director prior to the Activity.

Description of Activity:
(including travel to and from Destination of Activity)

Destination of Activity:

Dates of Activity:

Name of Program Director:

Affiliation of Program Director to College/University:

Name of Trip Chaperone (if applicable):

Contact Telephone Number on Date(s) of Activity:

PART B to be completed and signed by the participating student and notarized; if under 18, also by his/her parent or legal guardian and notarized

I wish to participate in the Activity, and in consideration for being permitted to participate in the Activity, I hereby represent and agree as follows:

1. I understand that participation in the Activity involves risks not found in study at the College, including risks involved in traveling to and within, and returning from, the Activity site(s). These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical

and weather conditions; and other matters described in the U.S. Department of State Country Specific Information (and Travel Warnings and/or Travel Alerts, if any) that I have accessed at <http://travel.state.gov> and reviewed carefully. I understand that there may be other risks not known or reasonably foreseeable. I accept all of these risks and voluntarily elect to participate in the Activity.

2. I understand that, although the University has made every reasonable effort to assure my safety while participating in the Activity, there are unavoidable risks, and I hereby release and promise not to sue the City of New York, the State of New York, the College, the University, and the officers, employees, agents, or representatives of any and all of them (“Released Parties”) for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Activity, except for such claims, damages or losses may be caused by the gross negligence or willful misconduct of any of the Released Parties. It is my express intent that this Release bind my heirs, assigns, and personal representatives.
3. I represent that my statements herein are accurate and complete and that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release, I have the right to consult with the adviser, counselor, or attorney of my choice.
4. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior that violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Activity and assume responsibility for my actions, understanding that the circumstances of an Activity likely requires a standard of behavior that may differ from that applicable on campus.
5. I will comply with the University’s rules, standards, and instructions for student behavior generally and for the Activity, including the College’s Code of Student Conduct and the Henderson Rules of Public Order (collectively, “standards”). I acknowledge and understand that my compliance is important to the success of the Activity and to the University’s/College’s willingness to permit future similar activities. I agree that the University has the right to enforce the standards, in its sole judgment, and that it may impose restrictions, up to and including disciplinary proceedings and not granting academic credit for and removing me from the Activity, for violating the standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the College, the University, the Activity or other participants.
6. I agree that, due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am removed from the Activity, I consent to going home at my own expense with no refund from the University or College of any monies paid. I will attend to any legal problems I encounter with any foreign nationals or government of the host country. The University is not responsible for providing any assistance under such circumstances.
7. I hereby release each of the Released Parties from any and all claims, damages, injuries (including death), or loss that arises at a time when I am not under the direct supervision of the University, including, without limitation, during travel and/or activities other than those specifically required in order to participate in the Activity that I may choose to undertake before, during, or after the Activity, and/or that are caused by my failure to remain under

such supervision or to comply with the standards. I understand and agree that the University is not in any way responsible for my well being with respect to any travel to destinations beyond those specifically required for the Activity that I may choose to undertake before, during, or after the Activity

8. I understand that it is within the College's discretion to change travel, accommodations, and other arrangements as it deems necessary. I understand that the College is not responsible for nor does it represent or act as agent for, and cannot control the acts or omissions of the host institution or service providers, including those who provide transportation, tour, dining or sleeping accommodations.
9. I have no known physical or health-related reasons or problems that preclude or restrict my participation in the Activity or I have disclosed to the College any physical, mental, and emotional conditions or problems, permanent or temporary, including special dietary and medication needs, or the need for visual or auditory aids that might impair my ability to participate in the Activity, and I hereby release each of the Released Parties from any and all claims, damages, injuries (including death), or loss arising out of my failure to disclose such conditions or problems.
10. I have or will obtain and maintain health, accident, disability, hospitalization, property and travel insurance as required by the College and have or will obtain and maintain the same health, accident, disability, hospitalization, property and travel insurance coverage for all travel and activities other than those specifically required in order to participate in the Activity that I may choose to undertake before, during, or after the Activity. I will be responsible for the costs of such insurance and for any expenses not covered by insurance.
11. The University may, but is not obligated to, make any decisions and take any actions regarding my health and safety that it considers to be warranted under the circumstances, and I hereby authorize the University to make such decisions and take such actions. I agree to pay all expenses relating thereto and release the University from any liability for any such actions.
12. I am assuming full financial responsibility for all costs and expenses incurred by me in connection with the Activity, including, without limitation, financial responsibility for damage or destruction to property of third parties.
13. I will not hold myself out as having the power or authority to bind or create liability for the College or the University.
14. I agree that should any provision or aspect of this International Travel Participation, Waiver, and Emergency Contact Form be found to be unenforceable, that all remaining provisions will remain in full force and effect.
15. The waiver and release herein represents my complete understanding with the College and the University concerning its responsibility and liability for my participation in the Activity. It supersedes any previous or contemporaneous understandings I may have had with the College or the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.
16. I am printing my contact information below:
Name of Participant: CUNY ID:
Local Address:

City:

State:

Zip:

Cell Phone:

Email address:

17. I am printing my **emergency contact information** below:

In case of emergency, notify:

Name:

Relationship:

Phone numbers: day

evening

18. Check one:

I am at least eighteen years old.

I am not yet eighteen years old, so I have secured the signature of my parent or guardian (see next page) as well as my own.

I wish to participate in the Activity, I have read and completed this International Travel Participation, Waiver, and Emergency Contact Form carefully, and I am signing it voluntarily in the presence of a notary.

Date:

Signature: _____

STATE OF _____)

) ss.:

COUNTY OF _____)

On this ___ day of _____, 201___, before me personally appeared _____

_____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same.

Notary

Stamp

Notary Public

If participating student completing and signing this form is under the age of 18, then the following page must be completed and signed by the student's parent or legal guardian in the presence of a notary.

IF STUDENT IS UNDER THE AGE OF 18, THEN THE STUDENT'S PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THE FOLLOWING IN THE PRESENCE OF A NOTARY:

1. I am the parent or legal guardian of my child named and who signed on the previous page.
2. I give my permission for my child to take part in the Activity described on the first page of this form with the understanding that there are potential risks associated with the Activity.
3. I understand that my child is expected to behave responsibly and to follow the University's discipline code and policies and that failure to do so may subject the student to removal from the Activity.
4. I have read and understand this International Travel Participation, Waiver, and Emergency Contact Form, and I confirm that the information provided by my child is accurate and complete.
5. I agree that in the event of an emergency injury or illness, the staff member(s) in charge of the Activity may act on my behalf and at my expense in obtaining medical treatment for my child.
6. I am and will be legally responsible for the obligations and acts of my child as described in this form, including such parts as may subject me to personal financial responsibility.
7. I agree, for myself and for my child, to be bound by its terms.

Print First and Last Name of Parent or Guardian

Signature of Parent or Guardian

STATE OF _____)

_____) ss.:
COUNTY OF _____)

On this _ day of _____, 201__, before me personally appeared _____

_____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same.

Notary
Stamp

Notary Public