

COMPLETE, SIGN AND RETURN UPON RECEIPT

2012 Statement of Responsibility and Authorization

Waiver, Release and Indemnification Agreement

I, _____, a student at _____
desire to participate in the Pacific Lutheran University (hereafter referred to as PLU) sponsored activity
_____ (location) during the period of _____ through _____.

In consideration of PLU's agreement to permit me to participate in this activity, I hereby acknowledge that I understand that participation in a PLU off-campus program involves many types of risks. The risks include personal injuries and property loss resulting from moving from location to location and other causes. Injuries could occur depending on innumerable factors. Injury can occur as a result of the risk level of activity, equipment failure, weather, acts of other participants or third parties whether or not they were negligent, lack of or improper supervision, or disease. The injuries could occur before, during or after the activity or when traveling to or from the activity. Every type of injury could occur. This may include broken bones, back or brain damage, death or dismemberment.

In addition to these general risks, this activity involves the following potential risks: Exposure to H1N1 virus or other viruses that could result in illness, death, additional medical and travel expenses, and travel limitations that include quarantine, and/or inability to return to the United States and/or Pacific Lutheran University campus.

I understand and hereby acknowledge that I have carefully reviewed and fully understand the directives and recommendations, including recommendations concerning immunizations and medicines (hereinafter "recommended immunizations") for travel to, in and around _____, provided by:

- The United States Department, which issues Travel Warnings, Travel Alerts and Country Specific Information at: http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html;
- The World Health Organization <http://www.who.int/csr/alertresponse/en>; and
- The Centers for Disease Control, via the International Traveler Hotline at 1-877-FYI-TRIP (1-877-394-8747) or at <http://wwwn.cdc.gov/travel>.

I wish to participate in the PLU Off-Campus activity named above and am fully aware of the general and special dangers and risks inherent in traveling to and from, watching and participating in this activity (regardless of whether they are named above), including physical injury, death, property damage or other consequences. I agree to accept full responsibility for such all such risks and losses, including those caused by the acts of negligence by PLU, its agents or other persons.

Travel & Accommodation: I understand that part of my experience at or through PLU may include travel and overnight or daytime accommodations away from the PLU campus and that these activities involve risk of delays, inconvenience, cancellations, theft, crime, mechanical problems and the potential of injury. This can occur due to equipment failure, vehicle failure, accidents, facility malfunctions, negligent operation and/or supervision by an agent of PLU or a third party, or acts of others (including participants or non-participants). Every type of injury could occur. This may include broken bones, back or brain damage, death or dismemberment. I agree that if I drive my own vehicle I am responsible for current insurance coverage, operation, malfunctions, loss, and passenger safety. If I choose to ride in a vehicle not owned or rented by PLU, I agree that PLU is not responsible for any injuries or loss as a result of riding in that vehicle(s).

Insurance. (mark if applicable):

- I agree that I have and will maintain for this off-campus activity a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience in off-campus programs, and, more specifically, in the locations in which I will be traveling and active while participating in the scope of the activity. I absolve PLU of all responsibility and liability for any injuries, illnesses, claims, damages, charges, bills and/or expenses I may incur.

Further Assurances. I further agree:

- To report to the travel supervisor any physical or mental condition I have which may require special medical attention or accommodation during the activity in advance of the date of travel and/or activity.
- That PLU reserves the right to make changes to the activity itinerary at any time and for any reason, with or without notice, and that PLU shall not be liable for any loss whatsoever to participants by reason of any such cancellation or change. PLU is not responsible for any charges or penalties assessed by vendors that may result due to operational and/or itinerary changes, regardless of whether the participant or PLU made the activity arrangements. The participant will pay any other additional expense resulting from the above.
- That PLU assumes no responsibility or liability, in whole or in part, for any delayed or changed departure or arrival times, cost changes, dishonors of vehicle rental reservations, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, force majeure, criminal activity, expense, accident, injuries or damage to property, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service, or for any additional expenses occasioned by any of the foregoing. If schedules or other uncontrollable factors require me to stay over nights, PLU will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property is my risk entirely.
- That PLU reserves the right to decline to accept or retain me in the activity at any time should my actions or general behavior impede the operation of the activity or be detrimental to the rights or welfare of the activity, any person or me. Similarly, if my conduct violates any policy or procedure of PLU, I understand that I may be required to leave the activity at the sole discretion of PLU's agents and representatives, and may be referred to the appropriate PLU officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the activity.
- The right is reserved by PLU, in its sole discretion, to cancel the activity or any aspect thereof prior to departure; and, in PLU's sole discretion to cancel the activity or any aspect thereof after departure, requiring that all participants return to campus, if PLU determines that any person is or will be in danger if the activity or any aspect thereof is continued.
- That I individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge PLU and its employees, agents, officers, trustees and representatives (in their official and individual capacities), and volunteers from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney's fees, which arise out of, result from, occur during or are connected in any manner with my participation in the activity and/or any travel incidental thereto, including those caused by the negligent acts of PLU, its employees and agents.
- That I hereby consent to the travel supervisor, or his or her delegates, to authorize any medical or surgical treatment which they believe is necessary in case of a medical emergency if I am not physically or emotionally capable of consenting at the time such treatment is required. I will accept full responsibility for any medical costs that may result from my participation in the program and for any treatment for any injury sustained while taking part in the program.
- That I hereby give permission to PLU to photograph me and give PLU permission to publish one or more photographs of me and/or taken by me in promotional literature, advertising and other public displays. The photographs may be used by the university at any time, in the manner described here, without my additional consent.

I agree that this Statement of Responsibility and Authorization, Waiver, Release and Indemnification Agreement, is to be construed under the laws of the State of Washington, USA; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that I will abide by each of the terms and conditions, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

I understand that I must inform PLU of my ADA needs for this trip, in writing, appropriately in advance of this travel. With written notice provided in appropriate advance, PLU will prearrange ADA accommodations to the extent possible. I

understand that safety and ADA accommodation standards in the US are not necessarily available or found internationally. I acknowledge that access and safety are not promised during the course of this travel and that I might experience barriers, injuries, and loss of access related to safety and ADA standards.

Signature

Name Printed

Dated

Parental Consent and Indemnity (use if the student is under the age of 18)

The undersigned is the parent of _____(the Student) and hereby consents to the Student participating in the activity described above. I understand that I cannot release any claims that the minor Student may have but I can assume full responsibility for any damages or liabilities the Student might incur. As a result, I hereby assume all financial responsibility for the obligations and expenses incurred by the Student and agree to hold harmless and indemnify PLU, its agents and employees, for any claims that the Student may assert against PLU, its agents or employees.

Signature of Parent

Name Printed

Dated