

**Please Read Carefully! This is a Legal Document!**

**ACKNOWLEDGMENT OF RISK for Study Abroad in Travel Warning Country  
And RELEASE of Claims  
Oaxaca Study Abroad Program 2014**

Name of Student: \_\_\_\_\_

Country to be Traveled to:     Mexico    

Period of Travel: \_\_\_\_\_

This Release and Waiver of Liability (“Release”) is executed in favor of Pacific Lutheran University and the University of Puget Sound, and their affiliated organizations, regents, trustees, officers, employees, volunteers, agents, successors and assigns (hereinafter collectively referred to as “PLU” and “Puget Sound”).

I am over the age of 18 and have legal capacity to enter into this Acknowledgment of Risk for Study Abroad in Travel Warning Country and Release of Claims (“Acknowledgment and Release”).

I am voluntarily undertaking the above-described Study Away program to a country or area for which the U.S. Department of State has issued a Travel Warning. I know that I am not required by PLU or Puget Sound to participate in the Study Travel, and I know that other options are available to me through PLU or Puget Sound to obtain the academic credits I need to graduate or to study abroad in a country for which the U.S. Department of State has not issued a Travel Warning.

I have read and I understand the U.S. Department of State Travel Warning regarding travel to and within Mexico by United States citizens dated January 9, 2014, a copy of which is attached to this Acknowledgment and Release. This Travel Warning likely will continue for some time and I understand that additional Travel Warnings may be issued before and during my study abroad trip to Mexico. I agree to regularly consult U.S. Department of State travel advisories, warnings, or other information (including such information as may be available on the U.S. Department of State web site) for any changes or updates to said warnings or alerts, and to keep myself apprised of conditions in Mexico that may pose risk of any kind to me. I understand that the U.S. Department of State issues travel warnings to describe long-term protracted conditions that make a country dangerous or unstable. I further understand that failure to follow PLU’s and Puget Sound’s guidelines, rules and policies for study abroad may increase the risk of harm to me, but I understand that PLU and Puget Sound cannot guarantee my safety while on Study Away and that PLU and Puget Sound do not make any representations or promises as to the adequacy of any security plans, equipment, or supplies provided by PLU and/or Puget Sound as part of the Study Away program.

I understand and acknowledge that the study travel and my stay in a foreign country may expose me to significant dangers, hazards and risks. I further understand and acknowledge that I am solely responsible for selecting, acquiring and using any tools, equipment or other supplies that may minimize any dangers, hazards and risks. **I understand that PLU and Puget Sound cannot identify or list every form of risk that I may be exposed to and that the following is intended to be a list of examples and not an all inclusive list of such risks: acts of terrorism, war, insurrection, civil unrest, quarantine, kidnap, serious bodily injury or death and property loss; the risk of a plane, bus or car accident; drowning; fire; natural hazards; insect and animal bites and stings; food poisoning; disease; illness; injury; crime; foreign political, legal, social and economic conditions;**

**different standards of design, safety and maintenance of buildings, public places and conveyances; and different local medical practices, standards, and conditions.**

I agree that my decision to travel to Mexico is solely my choice and that I hereby expressly and specifically assume all risks associated therewith, including the risk of needing additional information upon which to make an informed choice about whether to participate in this Study Away program. I agree that it is my responsibility to investigate the safety of travel to and in any foreign country to which I travel in connection with Study Away, and to follow safe traveling practices.

**In consideration for the opportunity to participate in Study Away and knowing the dangers, hazards, and risks associated with such activities, I hereby freely and voluntarily release and forever discharge and hold harmless PLU and Puget Sound from any and all claims, whether foreseeable or not, (including but not limited to claims for negligence), causes of action, liabilities and costs which I or any of my legal representatives, heirs, successors and assigns may have or claim to have relating to or arising out of my participation in Study Away, including, without limitation, any and all liability, claims and causes of action for property damage, monetary loss, bodily injury, mental or emotional distress, illness and death, caused by, related to or arising out of any action or inaction of PLU or Puget Sound, except for such damages or injury as may be caused by the gross negligence or willful misconduct of PLU or Puget Sound. Furthermore, I promise not to sue PLU or Puget Sound for any of the claims released above. Finally, I agree to indemnify, defend and hold harmless PLU and Puget Sound from any and all claims, liabilities and costs asserted by or on behalf of me or any of my legal representatives, heirs, successors and assigns within the scope of the release.**

I understand and acknowledge that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Washington and I understand that by signing this Release, I am giving up my right to sue. I understand and agree that if any portion of this Release is held invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I understand and agree that this Release is to be interpreted and enforced under Washington law and that any dispute concerning this Release or any aspect of my participation in Study Away shall be brought in the state or federal courts of Washington.

**Acceptance and Agreement**

We have read and we understand the above terms and conditions of this Release. We accept and agree to the above terms and conditions of this Release.

**Student:**

Name (please print) \_\_\_\_\_

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

**Parent or Legal Guardian Witness:**

Name (please print) \_\_\_\_\_

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