

STUDENT NAME:

PROJECT:

EXPLORATION TERM 2016
TRAVEL RISK AND RELEASE FORM
THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE SIGNING
FACULTY/STAFF-LED DOMESTIC TRAVEL

I am a student at Birmingham-Southern College (“Birmingham-Southern”) and have received funding and/or will receive academic credit for research, study, work, or travel in the United States (the “Project”). I have chosen to undertake this Project voluntarily. I am not required to travel as a condition of receiving my degree. This Travel Risk and Release Form (this “Release”) confirms my understanding of and agreement to the following:

1. Risks of Travel. I understand that participation in the Project and travel involves risks not found in study on Birmingham-Southern’s campus. These risks can include, without limitation, risks of traveling to, from, and within various locations; political, legal, medical, social and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; and local weather conditions. I understand that my Participation in the Project exposes me to potential risks, of illness, injury, and even death. I understand that traveling alone, particularly at night, carries the potential of increased risk to my health, safety, and well-being. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly.

I also understand that in working, living, and traveling away from Birmingham-Southern, I may experience increased crime, pollution, high population density, or standards of living and health that may be different from those to which I am accustomed at Birmingham-Southern. I will take every precaution to safeguard my health and to protect my personal belongings from damage or theft.

I understand and accept responsibility for my own welfare during periods of independent travel. I further agree that Birmingham-Southern is not responsible for the consequences of my actions including injury to persons and property. In the event my actions cause harm to others, I further accept all financial responsibility for any damage, harm, or injury resulting from my actions toward the injured party or to Birmingham-Southern.

2. Health and Safety Concerns. I understand and agree that if, during my participation in the Project, Birmingham-Southern learns that I am experiencing health problems, have suffered an injury, or am otherwise in a situation that raises health and safety concerns, then Birmingham-Southern may contact my parents or any other person whose name I have provided as my “emergency contact.” I understand that Birmingham-Southern ordinarily will not initiate such contact without first attempting to have a discussion with me, but that Birmingham-Southern may initiate such contact, without discussing it with me in advance, if it believes such action is necessary or appropriate under the circumstances.

I hereby authorize any licensed physician, emergency medical technician, paramedic, nurse, or hospital or other medical or health care facility or provider (“Medical Provider”) to provide medical care for any injury and/or condition that occurs, manifests, or arises during my participation in the Project. I further authorize any Medical Provider to perform all procedures or services deemed medically advisable to treat or relieve, or to attempt to treat or relieve any illness, injury, or condition.

I further acknowledge that there is a possibility of complications and unforeseen consequences in any medical treatment, and I knowingly and voluntarily agree to assume such risk for and on my own behalf. I acknowledge that I am capable of participating in the Project and its attendant activities except where otherwise noted below.

I voluntarily provide the following information regarding condition(s), allergy(ies), medications, or other medical information pertinent for travel, to assist Birmingham-Southern in providing for my safety and well-being: (If no medical conditions exist, please indicate "none.")

I acknowledge that the above information is true, correct, and complete as of the date this Release is being signed, and agree to provide updated information to Birmingham-Southern College, if and as reasonably necessary between the date hereof and the conclusion of the project. To the extent I am taking any medication(s) at any time during the project, I acknowledge that I am solely responsible for the timely and appropriate administration of all such medication(s).

3. Standards of Conduct. I recognize that I assume an important personal obligation to conduct myself in a manner compatible with local laws and regulations; with Birmingham-Southern's policies for student conduct (including without limitation those set forth in the *Birmingham-Southern College Student Handbook* and in any Project-specific materials); and with the policies of my host institution, organization, or company. I promise to act responsibly and will become informed of, and will abide by, all such laws, regulations, policies and standards. I will comply with Birmingham-Southern's policies, standards, and instructions for student behavior.

I understand that my failure to abide by applicable laws, regulations, rules, and policies may result in disciplinary action against me by Birmingham-Southern, which can include a failing grade for the Project. I further understand that should I endanger myself or others, threaten the integrity of the Project, or behave in a manner that is detrimental to the Project and/or to BSC, at the discretion of the Project's faculty/staff leader, I may be sent home at my own expense. I understand that if my participation is terminated under these circumstances, no portion of my fees will be refunded.

4. Travel Arrangements. In consideration for my participation in the Project, I hereby agree for myself, my heirs, and assigns, to release, discharge, indemnify, and hold harmless Birmingham-Southern, and its officers, agents, employees, and representatives, from any and all liability, claims, demands, injuries, damages, costs, ("claims") resulting from, related to, or arising as a result of my participation in the Project, including by not limited to claims for: (i) any act or default committed by it or any tour arrangers hired by it; (ii) any injury, loss, damage, accident, delay, or expense resulting from the use of any vehicle, strike, war, civil unrest, weather, sickness, quarantine, government restriction or regulation; (iii) any act or omission by any steamship, airline, railroad, bus, taxi service, hotel, restaurant, or university; or (iv) any other financial obligation or liability, or damage or injury to me or my property I further accept and assume any and all risk of trip cancellation by Birmingham-Southern, the United States Department of State, and/or by the government of any host country. I further agree that in such circumstance, Birmingham-Southern shall only be responsible for refunding to me any monies paid by me for the cancelled trip.

I agree that Birmingham-Southern College has the right to alter arrangements concerning the location and/or content of the program or travel arrangements if it deems such action is advisable.

5. Elective Participation. During the course of the Project, Birmingham-Southern may take photographs of me to be used for publicity purposes. I hereby authorize Birmingham-Southern, its official representatives, employees, or agents, to use photos or videos of me for any and all publicity, publications, and advertising purposes that Birmingham-Southern may designate. I further understand and agree that if I provide a quote or a statement for use in Project publicity, that Birmingham-Southern may use any such statements or quotations for that purpose.

6. Student Responsibilities. I assume the responsibility for payment of all fees or other financial obligations due from me to Birmingham-Southern before the scheduled date of departure, and I understand and agree that a failure to do so may result in the withholding of credit for the course and/or additional expense for which I will be responsible.

7. GENERAL RELEASE. In further consideration for my participation in the Project, I assume all the risks and responsibilities associated with my participation in the Project, and in return for the services provided to me by Birmingham-Southern associated with the Project, I hereby agree on behalf of myself, my heirs, and assigns, to release, discharge, indemnify, and hold harmless Birmingham-Southern, and its officers, agents, employees, and representatives, from any and all liability, claims, demands, and actions that may arise from physical or financial injury or harm to me, from my death, or from damage to my property in connection with, resulting from, related to, or arising as a result of my participation in the Project. I understand that this release covers liability, claims, demands, and actions, including but not limited to negligence, mistake, or failure to supervise, caused entirely or in part by any act or failure to act of Birmingham-Southern, its officers, agents, employees, and representatives.

I certify that I am age 19 or older. I have carefully read this Agreement. I understand and agree that it is the entire agreement, that it may not be modified except in writing signed by Birmingham-Southern and me, and it is binding on me, my heirs, personal representatives, successors, and assigns. Any legal action regarding this Agreement must be filed in the State of Alabama, and Alabama law shall apply.

Signed: _____ Date: _____

Student Name (print) _____

If student is under age 19, the parent and/or legal guardian must sign below:

I, the undersigned parent and/or legal guardian ("Parent") of the student listed above (the "Student"), do hereby agree to all of the terms, conditions and obligations set forth in the foregoing Agreement. Without limiting the foregoing, I consent to the Student's participation in the Project and in travel as part of the Project. I, as the Parent of the Student and on behalf of the Student, consent to release, discharge, indemnify, and hold harmless Birmingham-Southern, and its officers, agents, employees, and representatives, from any and all liability, claims, demands, and actions that may arise from physical or financial injury or harm to the Student, from the Student's death, or from damage to personal property in connection with, resulting from, related to, or arising as a result of Student's participation in the Project. I understand that this release covers liability, claims, demands, and actions, including but not limited to negligence, mistake, or failure to supervise, caused entirely or in part by any act or failure to act of Birmingham-Southern, its officers, agents, employees, and representatives.

Signed: _____ Date: _____

Name (print): _____

EMERGENCY CONTACT INFORMATION:

Name _____ Relationship _____

Telephone (home) _____ Telephone (cell) _____

E-Mail Address(es): _____

Name _____ Relationship _____

Telephone (home) _____ Telephone (cell) _____

E-Mail Address(es): _____