



University of Pittsburgh

International Business Center
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University Center for International Studies

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University of Pittsburgh WAIVER AND RELEASE AGREEMENT

THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE SIGNING

**This release must be signed and returned with your final payment to the program.*

ABSOLUTELY NO PHOTOCOPIES WILL BE ACCEPTED.

This is a legally binding release made by me, _____, to the University of Pittsburgh – Of the Commonwealth System of Higher Education (the "University"). As one of a group of University affiliates intending to travel to Eastern Europe (the "Faculty Development in International Business Trip" hereon referred to as FDIB), I hereby agree and represent that:

1. NATURE AND RISKS OF TRIP

- A.** I understand and acknowledge that the FDIB Trip is organized and supervised by the University of Pittsburgh, however, I am releasing the University from any liability, injury, damage or cost arising out of or incurred in connection with the FDIB Trip.
- B.** I understand that there are risks and dangers associated with foreign travel, and I understand that there are risks and dangers to which I may be exposed by participating in the FDIB Trip. These risks include: air travel to, from and within one or more foreign countries; differing political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, roads, public places and transportation; potential street crime and violent crime; potential violence and civil unrest; and widely varying availability and quality of medical care.
- C.** I understand that I am not required to participate in the FDIB Trip, but I want to do so despite the risks and despite this Waiver and Release Agreement. Therefore, knowing the risks, I agree on behalf of myself, my family, heirs and personal representatives to assume all the risks and responsibilities in any way associated with my participation in the FDIB Trip and in any independent activities undertaken during or in conjunction with the FDIB Trip. I HEREBY RELEASE, HOLD HARMLESS AND PROMISE NOT TO SUE, AND AGREE TO INDEMNIFY AND DEFEND THE UNIVERSITY, ITS TRUSTEES, EMPLOYEES AND AGENTS FOR ANY AND ALL LIABILITIES, CLAIMS, COSTS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO ME (INCLUDING DEATH) OR FROM DAMAGE TO PROPERTY.
- D.** I RECOGNIZE THAT THIS WAIVER AND RELEASE MEANS I AM GIVING UP, AMONG OTHER THINGS, RIGHTS TO SUE THE UNIVERSITY FOR INJURIES, DAMAGES, OR LOSSES I MAY INCUR. I ALSO UNDERSTAND THAT THIS WAIVER AND RELEASE BINDS MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AS WELL AS ME.

2. HEALTH AND SAFETY

- A.** I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems which preclude or restrict my participation in the FDIB Trip.
- B.** I have or will secure health insurance to provide adequate coverage for any injuries or illnesses that I may sustain while participating in the FDIB Trip. 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 and agree to indemnify the University, its trustees, employees and agents from any responsibility, liability or expenses for my injuries or illnesses (including death) occurring during and/or arising from the FDIB Trip.

3. STANDARDS OF CONDUCT

- A.** I understand that each foreign country, including Poland, Bulgaria, and Turkey, has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could pose a danger to 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 FDIB Trip.
- B.** 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.

4. MISCELLANEOUS PROVISIONS

- A.** I agree that, should any provision or aspect of this Waiver and Release be found to be unenforceable, all remaining provisions of this Waiver and Release will remain in full force and effect.
- B.** I represent that my agreement to the provisions herein is wholly voluntary, that I have carefully read this Waiver and Release, and I further understand that, prior to the signing of this Waiver and Release, I have the right to consult with the adviser, counselor, or attorney of my choice.
- C.** This Waiver and Release represents my complete understanding with the University concerning their responsibility and liability for my participation in the FDIB Trip. It supersedes any previous or contemporaneous understandings and cannot be changed or amended in any way except in writing signed by an authorized representative of the University.
- D.** I understand that a non-refundable fee of \$500.00 will be charged in the event that I cancel after March 16, 2009.
- E.** I represent that I am at least eighteen years of age.

Signature

Date

YOU MUST ATTACH A PHOTOCOPY OF YOUR HEALTH INSURANCE CARD/INFORMATION TO THIS CONTRACT.