

## RELEASE AND AUTHORIZATION FORM

In consideration of being permitted to participate in the Alumni Travel Program sponsored by Whittier College, hereinafter referred to as the "Travel Program," I, as participant, for myself, my heirs, personal representative or assigns, do hereby release, waiver, discharge, and covenant not to bring suit or legal or equitable action against Whittier College, its Trustees, officers, employees, and agents, successors and assigns (hereinafter Whittier) from any and all obligations, liabilities, demands, claims, costs and expenses, including attorney's fees arising out of or in any way connected with the aforementioned Travel Program, said release to include but not be limited to events resulting in personal injury, accident, or illness, including death and property loss arising from participation in the Travel Program, including those claimed to result from the negligence of the aforementioned parties and which arise out of or are in any way connected with, but not limited to any of the following:

1. Any change in the published itinerary of the Travel Program, including the cancellation, abandonment or alteration of the Travel Program at any time, or inconveniences thereof of any type or nature.
2. Any and all claims of whatever nature for any injury, loss, damage, accident, delay, irregularity or expense arising from the use of any vehicle or other mode of transportation or services, strikes, war, weather, sickness, quarantine, government restrictions or regulations, or from any act or omission of any steamship, airline, railroad, bus transportation, sightseeing, hotel or any other service or transporting company, firm, individual or agency, or for any other cause whatsoever in connection therewith.
3. Any intentional or unintentional injury, whether or not resulting in death, to the participant or to any other person or persons caused in whole or part by the participant or any other participant(s), whether alone or together with or in association with others.
4. Any loss or intentional or unintentional injury or damage to property, whether personal, real or mixed, owned or in the custody or possession of the participant, or any other person caused in whole or in part by the participant, whether alone or together with or in association with others.
5. Any fares or expenses paid or to be paid by the participant or on behalf of the participant pursuant to the passage ticket contract for the Travel Program.
6. Any financial or other obligations or liabilities incurred by the participant during the Travel Program.

**Assumption of Risks:** Participation in the Travel Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid same. I hereby acknowledge my awareness that my participation in this Travel Program may expose me to the risk of personal bodily injury and/or property damage, including injury that may prove fatal. I acknowledge that the Travel Program may involve travel to or through locations or countries engaged in civil insurrection, rebellion, or war. I further understand that the risks that I may encounter include but are not limited to, pedestrian, airplane crashes, car, van, bus, boat, ferry, other transportation-related accidents, and drowning; animal bites, white-water rafting, snorkeling, hiking, and horseback riding accidents; political unrest; international or domestic terrorist incidents including bombings.

**Consular Information Sheet:** I herein acknowledge that I have read and understand the proposed itinerary for the trip and have reviewed the Consular Information Sheet produced by the United States Department of State (<http://www.travel.state.gov/>) if any, as may be applicable. I hereby accept that participation is strictly voluntary, and that by signing this document I knowingly assume all such risks.

**Rules Associated with the Travel Program:** I agree to follow any and all rules, regulations, or other protocol, policy or procedure promulgated for this Travel Program, whether developed by Whittier College or other entity or individual associated with the Travel Program.

**American Citizen in Foreign Country (as applicable):** I understand that as an American citizen in a foreign country, I will be subject to the laws of that country. I agree to comply with those laws, as well as with the regulations of any host institution, including refraining from using, possessing or selling any illegal drugs. I understand that possession of any illegal drugs is grounds or immediate expulsion from the program without refund. In addition, I understand that should I have any legal problems in any host country that I will be responsible for any legal costs incurred as a result. Whittier College cannot and will not provide legal counsel in such circumstance.

**Political Activities:** I understand that engaging in political activity in any host country, including but not limited to joining political parties or unions, participating in demonstrations, soliciting political material or picketing may be dangerous or illegal. If I have legal problems because of such activities, I understand that Whittier College cannot and will not provide legal counsel.

**Motor Vehicles:** The College strongly recommends against owning or operating motor vehicles (including motorcycles, mopeds, and all other motorized vehicles, as well as cars) while participating in travel, due to the inherent dangers of driving in a country with different traffic laws, driving habits, and regulations relating to insurance. If, however, I decide to operate a motor vehicle while abroad, I recognize that Whittier College or its agents or employees assume no responsibility for my safety or for costs or difficulties that I may incur, and that I participate in these activities at my own risk.

**Recreational Activities:** I understand that if I engage in recreational activities, sports, tours, travel, or any other activities during free time and outside of organized Travel Program activities that Whittier College or its agents, or employees assume no responsibility for my safety or any liability for costs or difficulties that I may incur, and that I participate in these activities at my own risk.

**Separation from Group:** I agree that in the event that I become separated from the group due to failure to meet the group at an assigned time, I will bear all responsibility to seek out, contact, and reach the group at its next available destination, and I understand that I will bear all the costs involved in contacting and reaching the group.

**Health Risks:** I understand and acknowledge that there are inherent health risks associated with traveling abroad. I understand that medical and hospital treatment in the countries I will visit during the Travel Program may not be equivalent to the standards of such treatment in the United States. I agree that I am personally responsible for obtaining all health information, instruction, medical procedures, immunizations and medications appropriate to my intended travel. I recognize that Whittier is not responsible for any of my medical or medication needs and I assume all risk and responsibility therefore.

**Representations Concerning Health:** With full knowledge of the risks, I represent myself to be in good health and do not have any condition that will interfere with my ability to participate in the Travel Program or endanger my or other participant's health and safety. I have valid and current insurance to cover any injury or damage I may cause or suffer while participating in the Travel Program or I otherwise agree to personally bear the costs of such injury or damage.

**Cancellations and Changes:** I understand that Whittier reserves the right to make cancellations, changes or substitutions or abandonment in the Travel Program itinerary, hotels, means of transportation, and for other reasons at any time because of emergency, changed conditions, or the trip director's determination that such changes or substitutions are in the best interest of the Travel Program or its participants. I understand that Whittier is not responsible for the cost of replacing airline or other tickets if the carrier goes into bankruptcy or is otherwise unable to perform.

**Removal from Program:** I understand that if my participation in the Program is terminated by Whittier or the trip director, I will be sent home with no refund of fees. If I am sent home before completion of the Travel Program, I agree that I will be responsible for any and all costs and expenses associated with my return home. I also understand that if I leave the Travel Program voluntarily for any reason, including illness, I will be responsible for any and all costs and expenses associated with my return home and that there will be no refund of any fees.

**Indemnification and Hold Harmless:** I agree to indemnify and hold Whittier, its Trustees, officers, employees, and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result in my involvement in the Travel Program, including transportation, and to reimburse them for any such expenses incurred.

**Image and Testimonial Waiver:** I permit Whittier College to use any images of me (photos, video) or any submitted testimonials in their marketing (print and digital) material.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability as relates to the Travel Program to the greatest extent allowed by law.

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Name

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Signature

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Parent/Guardian Name

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Parent/Guardian Signature