**NOVA SOUTHEASTERN UNIVERSITY RELEASE OF LIABILITY**

**AND ASSUMPTION OF RISKS FOR INTERNATIONAL TRAVEL**

**(Faculty, Staff, and Students)**

**THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISKS** (the "Release") is executed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(insert name)*, faculty, staff or student in the College of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, identified by the following N number *(insert N number)* whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(insert address)* in favor of NOVA SOUTHEASTERN UNIVERSITY, INC., a Florida not for profit corporation ("NSU"), whose address is 3301 College Avenue, Fort Lauderdale, Florida 33314.

1. **INTERNATIONAL TRAVEL**: I desire to travel for approved but not required NSU-related academic or business activities outside of the United States to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, departing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ *(insert departure date)* and returning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ *(insert return date),* for the primary purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(insert purpose of the travel) (the “Trip”).
2. **WAIVER OF NSU LIABILITY FOR DANGERS, HAZARDS, AND RISKS**: I understand that there are certain dangers, hazards, and risks inherent in international travel, including travel during the COVID-19 pandemic, and the activities I may be engaged in during the Trip, which can cause personal injury, illness, death, and/or property loss or damage. I further understand that NSU cannot and does not assume any liability or responsibility for any such consequence related to the Trip. My decision to go on this Trip is entirely voluntary, and I have not been induced to go by NSU or any other person.
3. **COVID-19 WAIVER**: I understand that the COVID-19 outbreak has been classified as a worldwide pandemic by the World Health Organization and that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury and long-term health effects or death. I am fully aware that the Trip carries with it certain inherent risks related to COVID-19 that cannot be eliminated regardless of the care taken to avoid such risks. Such risks may include, but are not limited to (i) coming into close contact with individuals, surfaces and/or objects that may be carrying COVID-19; (ii) transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (iii) medical complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from the virus or the treatment thereof. Further, I understand that consequences of contracting COVID-19 are not fully understood, that those infected may show no symptoms, and that contact with or transmission of COVID-19 may result sickness including death, long term illness or disability, and expense, the exact nature of which are not currently ascertainable. I have read and understood the warning above and hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from or related to my being exposed to or contracting COVID-19.
4. **ASSUMPTION OF RISKS/RELEASE**: Notwithstanding the dangers, hazards, and risks involved, and in consideration of NSU agreeing that I may be released from my customary job duties or academic responsibilities to make the Trip:

1. I knowingly and freely agree to assume all the risks, both known and unknown, related to the Trip and all activities that I undertake in connection therewith; and
2. I release and forever discharge NSU, its trustees, officers, agents, and employees (collectively, the “Releasees”) from and against any and all liability for any personal injury (including death), damage or loss of any kind, and costs or expenses (including, without limitation, reasonable attorneys’ fees), of any nature that I may at any time suffer or incur, arising out of or in any manner related to the Trip and the activities I undertake in connection therewith.
3. **DISCLAIMER OF NSU RESPONSIBILITY**: I understand and agree that NSU is not responsible or liable in any way for:
4. any personal injury (including death), damage, loss, accident, delay or cancelation, or other wrongful act of any third-party providing services connected with the Trip;
5. any personal injury (including death), damage, loss, cost or expense due to exposure or sickness (including, but not limited to, COVID-19 or a derivative virus, infectious disease, or terrorism, or other causes;
6. delay or disruption of my travel arrangements, or any consequent additional expenses that may be incurred therefrom; and
7. any loss, damage, or theft of my luggage or other personal belongings.
8. **INDEMNIFICATION**: I agree to indemnify, defend and hold Releasees harmless from any liability, claim, action, damage, loss, fine, penalty, cost or expense (including, without limitation, reasonable attorneys’ fees) of every kind and nature, asserted by any third party against or incurred by any of the Releasees and arising, directly or indirectly, from or in connection with my negligence or other wrongful acts or omissions during the Trip, and my breach of any term of this Release.
9. **RESPONSIBILITY FOR MEDICAL NEEDS**: I represent to NSU that I am aware of my personal medical needs and that there are no health-related reasons or conditions that preclude or restrict my safe participation in the Trip. I agree to obtain and maintain adequate health insurance at my cost that will be valid to hospitals and medical providers in all places I travel and that will cover the costs of hospitalization and physician care in such places in the event of sickness, accident, injury or disability. I acknowledge that I will be solely responsible for all costs of any medical care received whether or not covered by my health insurance coverage and for any repatriation costs. I willingly assume all risks and responsibility for my medical and medication needs and any care rendered in connection with the Trip, and acknowledge that NSU has no legal responsibility for payments of any kind related to hospitalization, medical care, or medications I receive.
10. **EMERGENCY MEDICAL TREATMENT**: I understand that NSU will not have medical personnel available locally during the Trip. At all times, I will carry with me the name of persons who hospitals and medical providers may contact for authorizations to treat me. I hereby release NSU from any and all liability or responsibility related to any personal injury (including death) or damage caused by emergency medical treatments.
11. **LEGAL PROBLEMS**: I understand that if I have a legal problem during the Trip, I will need to attend to the matter personally using my own funds and that NSU is not responsible for providing any assistance to me under such circumstance.
12. **BINDING NATURE OF RELEASE**: It is my express intent that this Release shall bind the members of my family (including my spouse and children, if any) if I am alive, and my heirs and personal representatives, if I am deceased.
13. **RESERVATION OF RIGHTS**: I acknowledge that NSU reserves the following rights that it may exercise in its sole discretion: (i) the right to withdraw its approval of the Trip, and (ii) the right to require me to make alterations, changes, and modifications in any part of the Trip itinerary and the activities in connection therewith.
14. **PASSPORT, VISA AND VACCINATIONS**: I understand that I am responsible for obtaining my own passport, visa and public health vaccinations, as required for the Trip. Without in any way limiting the generality of the foregoing, I will provide to NSU proof of my COVID-19 vaccination and booster.
15. **COMPLIANCE WITH LAWS**: I agree to comply with all applicable laws, rules, regulations, and codes of the United States and the places I travel to during the Trip.
16. **COMPLIANCE WITH POLICIES AND PROCEDURES:** I agree to comply with all NSU polices, procedures, and instructions relating to the Trip.
17. **REPRESENTATIONS**: I REPRESENT TO NSU THAT (i) I HAVE READ THIS RELEASE CAREFULLY AND FULLY UNDERSTAND ITS CONTENTS AND THE EFFECT OF ITS TERMS AND PROVISIONS, (ii) I SIGN THIS RELEASE AS MY OWN FREE ACT AND DEED, (iii) NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN HAVE BEEN MADE TO ME BY NSU, AND (iv) I EXECUTE THIS RELEASE FOR COMPLETE AND ADEQUATE CONSIDERATION, FULLY INTENDING TO BE BOUND BY THE SAME.
18. **GOVERNING LAW**: I agree that (i) this Release shall be construed in accordance with the laws of the State of Florida, (ii) the state courts of Florida shall have exclusive jurisdiction over any lawsuit or other proceeding relating to the Release, and (iii) venue for any lawsuit or other proceeding shall be exclusively in Broward County, Florida.
19. **PARTIAL INVALIDITY**: If any term or provision of this Release shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then I agree that all remaining terms and provisions shall not be affected thereby to the maximum extent permitted by law.
20. **INTERPRETATION**: With respect to the interpretation of this Release concerning an ambiguity or otherwise, there shall be no presumption against the drafter of the Release.
21. **SURVIVAL**: Any provisions of this Release which by their nature or context are reasonably intended or implied to survive the completion, cancellation or termination of the Trip, shall survive.
22. **SIGNATURES**: An electronic signature of a party done pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Release.

Faculty/Staff/Student Signature: Date:

Print Name: