



## RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR INTERNATIONAL AND STUDY ABROAD TRAVEL DURING AN ONGOING PANDEMIC AS DECLARED BY THE WORLD HEALTH ORGANIZATION (WHO)

### **PARTICIPATION IN THE PROGRAM**

At my request and upon the exercise of my own free choice, I have chosen to voluntarily participate in my chosen study abroad program (collectively "Program"). I understand I am participating in the Program entirely at my own risk and responsibility. I acknowledge and understand that the World Health Organization (WHO) has declared coronavirus disease 2019 (COVID-19) to be a pandemic, and that Texas Tech University (TTU; collectively the "University") does not guarantee my safety on the Program, and has not required that I engage in this travel at this time.

### **ACKNOWLEDGEMENT OF DANGERS AND RISKS**

I understand and acknowledge there are certain dangers, hazards, and risks inherent in international travel, and in the activities to be engaged in during the Program, including (but not limited to) risks of bodily injury, death, or damage to property, which may occur from known or unknown causes and unforeseen circumstances. I affirm that I have read and understand the [United States Department of State Travel Advisory](#) and the [United States Centers for Disease Control \(CDC\) and Prevention Travel Notice](#) for my destination(s). After reviewing the travel advisories, I have voluntarily decided to participate in the Program.

I further understand that the University cannot and does not assume responsibility for my safety or any such personal injury, death, property damage, or other problem or damage that arises from these or other dangers, hazards, and/or risks of or related to the Program.

I understand my destination(s), the United States, and any countries I may travel through at any point during my Program (including countries in which I have a layover) may enact restrictions, including entry bans, lockdowns and/or vaccination requirements, at any time, and that these restrictions have the potential to disrupt my Program.

### **ACKNOWLEDGEMENT OF INSTITUTIONAL AUTHORITY TO RESCIND APPROVAL**

I understand and acknowledge that the University retains the right to withdraw institutional approval at any time. By choosing to participate in the Program, I acknowledge and agree that I am responsible for all potential financial costs associated with cancellation of a program or removal of institutional approval.

I further understand and acknowledge that withdrawal of University approval for the Program may have consequences on my academic activities and corresponding institutional aid for the dates in question, including (but not limited to) a possible change in my University enrollment status, loss of academic credit for the term in question, or loss of institutional aid.

### **RESPONSIBILITY FOR ACADEMIC RISK**

I acknowledge that I am electing to participate in an international activity that may include academic risk. This risk could be the result of academic disruption due to COVID-19 or other factors. Disruptions include but are not limited to my personal decision to independently withdraw, program cancellation, recall of students or changes in academic content delivery. Students unable to re-enroll in classes in Lubbock by the proper date as outlined in the [academic calendar](#) will be withdrawn under standard University procedures. Students with questions about enrollment deadlines should consult their academic advisor.

### **RESPONSIBILITY FOR EXPENSES**

I understand that my expenses prior to departure, while abroad and any funds needed to return home due to a program



cancellation, recall or emergency or as normal at the end of my term abroad are my sole responsibility. I further understand that the University cannot and does not assume any responsibility for financial losses that I may incur as a result of my decision, including (but not limited to) cancellation of airline tickets, non-refundable fees paid for services to be rendered abroad, etc. The University is not responsible for these expenses and will not reimburse students for any expenses incurred, including (but not limited to) application and program fees, tuition, transportation, visas, room and board, insurance, COVID testing and quarantine expenses.

### **RESPONSIBILITY FOR MEDICAL NEEDS AND OVERSEAS INSURANCE**

I understand that the mortality rate for those infected with COVID-19 increases with both age and the presence of comorbidities. I am aware of my personal medical needs. I am committed to helping stop the spread of COVID-19 and will follow guidance of local, state and national authorities to help [prevent the spread of COVID-19](#).

I am aware that I am required to have [Study Abroad Insurance](#) regardless of any other insurance I may have. Furthermore, I understand that the Study Abroad Insurance *may not* pay security evacuation assistance benefits for expenses and fees for common or endemic or epidemic diseases or global Pandemic disease as defined by the World Health Organization, *with the result of any such claim for evacuation related assistance benefits being highly dependent on each individual's circumstances and underlying facts*. I also understand that the Study Abroad Insurance will pay Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident or Sickness. Medical expenses for treatment of COVID-19 are not excluded from this coverage. Other terms or limits shown in the Study Abroad Insurance policy apply. However, Study Abroad Insurance may not cover other associated expenses, including (but not limited to) the cost of quarantine accommodations or additional travel expenses.

The University strongly urges students to purchase Cancel and Interruption For Any Reason (CFAR/IFAR) insurance and the University's preferred partner is InsureMyTrip.com. Learn more about [CFAR/IFAR insurance](#). It is the student's responsibility to research and understand available insurance coverage and limits.

### **COMPLIANCE WITH TESTING. QUARANTINE. TRAVEL RESTRICTIONS AND VACCINATION**

I acknowledge that I must follow domestic and international laws and regulations regarding testing, quarantine, travel restrictions, and vaccination. I further acknowledge that I must plan in advance to arrive in country in time to quarantine if required prior to the Program. I also understand that independent travel during weekends or academic breaks is highly discouraged as I could unwittingly be caught in rapidly changing quarantine regulations. I furthermore understand that I may also be required to quarantine upon my return to the United States and/or to the University campus.

Effective January 26, 2021, the CDC will require all air passengers of two years of age or over entering the U.S. to present a negative COVID-19 test, taken within three calendar days of departure, or proof of recovery from the virus within the last 90 days. To learn more about this requirement, visit the [CDC website](#).

I understand that while the University does not require vaccination to participate in a study abroad program, the Program, host country and/or region may require vaccination. I understand it is my responsibility to comply with all Program, host country and/or regional vaccination regulations. I understand that failure to comply with vaccination regulations may result in, but is not limited to: financial penalty, denial of entry into the country and/or region, and dismissal from the Program.

Students studying at the TTU Center in Sevilla should review and abide by the [Sevilla Center COVID-19 health and safety protocols](#). Students studying at the TTU Costa Rica campus should review and abide by the [TTU Costa Rica COVID-19 health and safety protocols](#). Student studying in other locations should a review and abide by the health and safety protocols determined by their chosen program.



**COMPLIANCE WITH LAWS AND RESPONSIBILITY FOR LEGAL ISSUES**

I understand and agree to comply with all applicable laws of countries visited during the Program. I understand that if I have a legal problem during the Program, I will attend to the matter personally with my own funds and that the Released Parties are not responsible for providing any assistance to me under such circumstances.

**ASSUMPTION OF RISKS AND DISCLAIMER OF UNIVERSITY RESPONSIBILITY**

Notwithstanding the dangers, hazards and risks involved, I, the undersigned, do hereby release, indemnify, and hold harmless the Texas Tech University System, its Board of Regents, all system officers, agents, and employees, the Office of International Affairs, from any and all liability claims, demands, and actions whatsoever arising out of or related to any loss, damage, or injury, including death, which may be sustained by me or to any property belonging to me. The terms hereof shall also serve as a release and an assumption of risk for my heirs, executor and administrator, and for all members of my family, and may be pleaded as a bar to litigation. Jurisdiction and venue over all matters related to the program and/or this release shall lie exclusively in Lubbock, Lubbock County, Texas.

**PARTIAL INVALIDITY**

If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, then I agree that the validity of all remaining terms and provisions shall not be affected thereby.

I HAVE READ THE ABOVE RELEASE AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT ITS TERMS AND CONDITIONS.