

NORTH DAKOTA STATE UNIVERSITY
Assumption of Risk and Release Form

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

Name (printed): _____

Program: NDSU Libraries' Germans from Russia Heritage Collection (GRHC) Journey to the Homeland Tour – May 13-23, 2020

I hereby agree as follows:

1. Risks of Travel Abroad -- I understand that participation in the Program specified above involves risks not found in local travel. These include, but are not limited to, risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; and local weather conditions. I am willing to accept those risks.
2. Risks of Travel to Ukraine – I understand that the United States Department of State has issued a travel warning for Ukraine (the complete State Department Travel Warning can be [found here](#)); the Travel Warning states, in part:

Exercise increased caution in Ukraine due to crime and civil unrest. Some areas have increased risk. [Read the entire Travel Advisory](#).
3. Travel Arrangements – I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University from injury, loss, damage, accident, delay, or expense arising out of any such matters.
4. Independent Activity – I understand that the University is not responsible for any injury or loss I may suffer when I am separated or absent from any University-supervised activities. I acknowledge and understand that voluntary separation from the group is not advisable in these circumstances, and that my participation in the Program is entirely voluntary.
5. Health and Safety – I understand that foreign travel can provide special challenges and stresses. Medical care may not be as available and/or of a quality comparable to that available in the United States. I am aware of all of my personal medical needs. I have adequate medical insurance coverage. I hereby authorize the University to secure necessary emergency medical treatment in the event of my injury or illness, and I agree to pay all expenses relating thereto and release the University from any liability for any of its actions or inactions.

6. Program Changes – The University has the right to make cancellations, substitutions, or changes in case of emergency or changed conditions or in the interest of the Program. I understand that the University’s fees and program charges are based on current airfares, lodging rates, and travel costs, which are subject to change. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.
7. Photo Release – I do hereby authorize NDSU, and any agent thereof to:
- Record my participation and appearances on video recordings, audio recordings, photography, or any other medium.
 - Use my name, likeness and voice in connection with these recordings.
 - Exhibit or distribute such recording in whole or in part without restrictions or limitations for any educational or promotional purpose of NDSU.

Assumption of Risk and Release of Claims – Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of myself, my family, heirs, and personal representative(s), to assume all of the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify North Dakota State University and its officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to another person, during my participation in the Program (including periods in transit).

I have carefully read this Release form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing statement, have been made. This agreement shall be governed by the laws of the state of North Dakota, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

Signature

Date