

**AGREEMENT AND RELEASE (WAIVER OF LIABILITY) for
SUU-SPONSORED SEMESTER STUDY ABROAD PROGRAMS: STUDENTS**

This Agreement and Release is made and entered into this _____ day of _____, 20_____, by _____ ("STUDENT").

STUDENT is choosing to participate in _____ [title of program] located in _____ [name of country, city, etc.] from _____ [start date] to _____ [end date] (the "Program"). In consideration of being allowed to participate in the Program, STUDENT agrees to the following:

I. STUDENT'S OBLIGATIONS

A. Financial/Program Costs

1. STUDENT shall pay the fees set forth for the program in a timely manner.
2. STUDENT is solely responsible for obtaining a passport and the proper visa(s) (if applicable) required for travel abroad.
3. STUDENT shall obtain and maintain health insurance, including international travel coverage, which is satisfactory to SUU and provides, at a minimum, coverage for the time period of the Program. (STUDENT must also read and sign Addendum A.)
4. STUDENT understands and acknowledges that the releasees assume no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservation, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, civil unrest, or public health risks. If, due to weather, flight schedules, or other uncontrollable factors STUDENT is required to spend additional time away, STUDENT understands that STUDENT's participation in the program is voluntary and subject to agreement to these terms. The Program is a Semester Exchange or Semester Study Abroad for which there is an agreement signed between SUU and another institution abroad or a third-party program provider. STUDENT understands that the releasees do not offer the level of support for these programs as SUU does for its faculty/staff-led short-term programs abroad.

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the U.S. Embassy or Consulate in the host country knows of STUDENT's whereabouts, in the case of an emergency when it might be necessary for a consular officer to contact STUDENT.

participation in the Program shall be filed and litigated in a court of competent jurisdiction in the State of Utah.

2. This Agreement and Release and all claims and causes of action brought by one party against the other and in any way relating to STUDENT's participation in the Program shall be governed by the laws of the State of Utah.

3. SUU is a governmental entity under the Governmental Immunity Act of Utah (Utah Code Ann. § 63G-7-101, . (1953) (the "Act")). Nothing in the Agreement shall be construed as a waiver by SUU, of any rights, limits, protections or defenses applicable under the Act, including, without limitation, the provisions of § 63G-7-604 regarding limitations of judgments. This Agreement shall not be construed, with respect to third-parties, as waiver of any governmental immunity to which SUU is entitled.

** Signature on the following page**

I have read and understand the foregoing terms and agree that this document constitutes an agreement that legally binds me, my heirs, assigns, and my estate.