

What To Do When Setting Up A Program

- Provide full disclosure of dangers, and significant cultural and legal differences.
- Provide well-constructed and program-specific waivers and releases. Agreements should directly address issues related to legal jurisdiction.
- Make certain travel and hospitality arrangements provide detailed disclaimer language.
- For minors, get a parent or guardian to sign appropriate agreements and waivers.
- Have legal counsel review how federal requirements apply to international exchange programs.
- Verify students' health insurance to assure provision of coverage.
- Analyze institutional insurance to verify coverage in foreign jurisdictions. Policies to review include those governing general liability, property, automobile liability and wrongful acts.
- Consider buying kidnap-and-ransom insurance.
- Develop contingency plans. Know what to do in all of the events described in the section on Common Risks.
- Develop a good relationship with local consular representatives.

The Law

Three areas of law may affect the liability risks of institutional foreign travel and study abroad :

- Tort liability – claims involving negligence, such as the failure to protect others from a reasonable risk of harm.
- Contract law – documented relationships between participants and program, including any written agreements outlining responsibilities and rights of involved parties (i.e. program brochures, catalogs, posters, and letters).
- Federal regulations – such as those governing discrimination, crime, disabilities and sexual harassment.

Internet Resources

It is highly recommended that all people planning to travel abroad visit the U.S. State Department's web page at <http://travel.state.gov/index.html>

The State Department site lists official warnings about travel to particular countries, and includes background information that faculty and students should study before they go abroad. See the feature titled "Tips for Students." The site also includes information on what kind of support travelers can expect from local country consular offices in the event of an emergency.

Foreign Travel Liability Waiver

SAMPLE Foreign Travel Liability Waiver

General Rules

Individuals who wish to participate in [] Foreign Travel Programs must read and sign this statement which acknowledges their understanding of the liability issues surrounding foreign travel. I am aware of the risks of choosing to participate in this activity. I accept the responsibility for these risks. I will notify the District of any medical/physical conditions which could prevent or limit my involvement and or travel.

Indemnification

Participant agrees to indemnify and release [] School District, its employees, elected or appointed officials against any loss or expense including attorney fees resulting from bodily injury, property damage, or personal injury arising out of any and all activities involved in the participant traveling outside of the United States. This hold harmless and indemnification does not apply to gross negligence on the part of [] School District, its officials, or employees.

Medical Insurance

Each participant will agree to purchase and/or maintain medical insurance covering accidental injury, dismemberment, and/or death. Insurance should be provided on a worldwide basis and confirmation of such insurance will accompany this form.

It is understood that [] School District is not responsible for lost or stolen personal property, airline delays, expenses, transfers, or hotel accommodations.

Name of Program:	_____
School:	_____
Destination:	_____
Participant/Student's Signature:	_____
Parent/Guardian Signature:	_____
Date of Departure:	_____
Date of Return:	_____
Administration Approval:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Administrator Approval:	_____
Confirmation of Medical Insurance:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Foreign Travel Student Release and Waiver

SAMPLE Foreign Travel Student Release and Waiver

1. I AM AWARE OF THE RISKS OF CHOOSING TO PARTICIPATE IN THIS ACTIVITY. I ACCEPT THE RESPONSIBILITY FOR THESE RISKS:

I am aware that participating in the [] tour to [] involves risks of personal injury, property damage, and other risks associated with traveling. The activity has been explained to me, including the risks involved in participating in this activity, and I understand these risks. For example, some of the risks may involve, but are not limited to, travel safety with various modes of transportation, accommodations, exposure to disease and other health risks, foreign government and laws, fluctuating currency rates, terrorism, and customs restrictions.

I voluntarily agree to participate in this activity. I freely agree to assume and take on myself full responsibility for any such risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in this activity whether caused by the negligence of the [] or otherwise.

2. I PROMISE NOT TO SUE [] FOR ANY INJURIES OCCURRING WHILE I AM PARTICIPATING IN THIS ACTIVITY:

In consideration of the [] efforts in making this educational trip available and my being allowed to participate, I hereby agree to release, indemnify, hold harmless and forever discharge [], its trustees, officers, employees and agents, from any and all claims and causes of action which might be brought by me or my parents or dependents on my behalf for loss of property, personal injury or death sustained by me arising out of any travel or activity conducted during the period of my participation. I understand this release covers liability, claims and actions caused entirely or in part by any acts or failures to act of the [] (or its trustees, employees, or agents), including but not limited to, negligence, mistake or failure to supervise by the [].

3. I WILL REIMBURSE PORTLAND COMMUNITY COLLEGE FOR ANY COSTS IT INCURS DUE TO MY PARTICIPATING IN THIS ACTIVITY:

I agree to indemnify [] for any loss or costs, including medical bills, court costs, and attorneys' fees, that it might incur due to my participation in this activity, whether caused by the negligence of [] or otherwise.

4. THIS AGREEMENT WILL ALSO PREVENT MY FAMILY FROM SUING []:

It is my intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased. This Agreement shall be deemed as a release and consent not to sue regarding any claims these parties may have against [] relating to my participation in this activity, whether these claims arise out of the negligence of [] or otherwise.

5. I WILL AGREE TO PURCHASE AND MAINTAIN MEDICAL INSURANCE:

I will agree to maintain medical insurance for accidental injury or death while I am involved in foreign travel.

Sign

Date

Name of Activity

Medical Insurer

Dates