



**CUNY INTERNATIONAL TRAVEL PARTICIPATION, WAIVER,
AND EMERGENCY CONTACT FORM**

This form (the “Release Form”) has been developed by the CUNY Office of the General Counsel (OGC) and cannot be altered or adapted except in the answerable fields without approval from OGC.

PART A to be completed by the Program Director (then duplicated for completion of Part B by participating students)

Description of Activity

_____ (“College”) of The City University of New York (“University”) believes that participation in organized, off-campus activities by its students can be an important part of a student’s learning experience. Off-campus activities may, however, involve certain risks, both to the participating students and to the College/University. In order to participate, each student must read carefully, complete, and sign this Release Form and submit it to the Program Director prior to the Activity.

Destination of Activity:

Dates of Activity:

Name of Campus Director:

Name of Field Director or Chaperone (if applicable):

Contact Telephone Number on Date(s) of Activity:

Description of Activity:
(including travel to and from Destination of Activity)

PART B to be completed and signed by the participating student; if under 18, also by his/her parent or legal guardian and notarized.

I wish to participate in the Activity, and in consideration for being permitted to participate in the Activity, I hereby represent and agree as follows:

ASSUMPTION OF RISK

1. I understand that participation in the Activity involves risks not found in study at the College., These risks can range from a) minor injuries such as bruises and strains, to b) major injuries such as broken limbs, loss of sight, neck or back injuries, heart attacks and concussions, to c) catastrophic injuries, including paralysis and death, and also include risks of damage to or theft of personal property, and risks involving traveling to and within, and returning from, Activity sites and other foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and

weather conditions; and other matters described in the U.S. Department of State Country Specific Information (and Travel Warnings and/or Travel Alerts, if any) and in the Centers for Disease Control and Prevention Travel Notices that I have accessed at <http://travel.state.gov> and at <https://wwwnc.cdc.gov/travel/notices> and reviewed carefully. I understand that there may be other risks not known or reasonably foreseeable. I have sought and obtained information and advice that I feel are necessary and appropriate.

2. I VOLUNTARILY ACCEPT AND ASSUME ALL OF THE RISKS IN PARTICIPATING IN THE ACTIVITY.
3. My participation in the Activity is voluntary.

WAIVER OF LIABILITY

4. I, for myself and on behalf of my family, heirs and personal representative(s), HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS, The City University of New York (“University” or “CUNY”), any student organization and/or related entity of CUNY that organized, sponsored and/or funded the Activity, the City of New York, the State of New York, and the officers, directors, employees, representatives, agents and affiliates of any and all of them (“Released Parties”) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER arising out of or related to any loss, damage or injury (including death) to me or others, or to any property belonging to me or others,

(a) caused by, deriving from, or associated with my presence at, participation in, or travel to or from the Activity, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, directors, employees, representatives, agents or affiliates of any of the Released Parties; or

(b) arising at a time when I am not under the direct supervision of University, including, without limitation, during travel and/or activities other than those specifically required in order to participate in the Activity that I may choose to undertake before, during or after the Activity, and/or that are caused by my failure to remain under such supervision.

5. I have no known physical or health-related reasons or problems that preclude or restrict my participation in the Activity or I have disclosed to the College any physical, mental, and emotional conditions or problems, permanent or temporary, including special dietary and medication needs, or the need for visual or auditory aids that might impair my ability to participate in the Activity. I, for myself and on behalf of my family, heirs and personal representative(s), HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS each of the Released Parties FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER arising out of or relating to any loss, damage or injury (including death) to me or others, or to any property belonging to me or others, caused by, deriving from, or associated with my failure to disclose to the College any such conditions, problems, or needs.

OTHER REPRESENTATIONS

6. I understand that each country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior that violates those laws or standards could harm the University’s relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the

Activity and assume responsibility for my actions, understanding that the circumstances of an Activity may require a standard of behavior that may differ from that applicable on campus.

7. I will comply with the University's rules, standards, and instructions for student behavior generally and for the Activity, including the College's Code of Student Conduct, the Henderson Rules of Public Order, and the expectations for student behavior described in the CUNY International Travel Guidelines (collectively, the "standards"). I acknowledge and understand that my compliance is important to the success of the Activity and to the University's/College's willingness to permit future similar activities. I agree that the University has the right to enforce the standards, in its sole judgment, and that it may impose restrictions, up to and including disciplinary proceedings and not granting academic credit for and removing me from the Activity, for violating the standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the College, the University, the Activity or other participants.
8. I agree that, due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University may not apply. If I am removed from the Activity, I consent to going home at my own expense with no refund from the University or College of any monies paid. I will attend to any legal problems I encounter with any foreign nationals or government of the host country. The University is not responsible for providing any assistance under such circumstances.
9. I understand that it is within the College's discretion to change travel, accommodations, and other arrangements as it deems necessary. I understand that the College is not responsible for nor does it represent or act as agent for, and cannot control the acts or omissions of any host institution or service providers, including those who provide transportation, tour, dining or sleeping accommodations.
10. I understand and agree that the University is not in any way responsible for my wellbeing with respect to any travel to destinations beyond those specifically required for the Activity that I may choose to undertake before, during, or after the Activity.
11. I have or will obtain and maintain the insurance policy required by the University ("travel insurance") which provides coverage for health and hospitalization, accident, repatriation, and medical and security evacuation. I will be responsible for the costs of such insurance and for any expenses not covered by insurance.
12. I also have or will obtain and maintain travel insurance coverage for all travel and activities other than those specifically required in order to participate in the Activity that I may choose to undertake before, during, or after the Activity. Among other things, this means that if I extend my travel before or after the dates of the Activity, I will extend my travel insurance to ensure I have coverage for the duration of my time abroad. I will use my best efforts to register any travel extensions and report any additional updates in [CUNY-GO](#).
13. The University may, but is not obligated to, make any decisions and take any actions regarding my health and safety that it considers to be warranted under the circumstances, and I hereby authorize the University to make such decisions and take such actions. I agree to pay all expenses relating thereto and release the University from any liability for any such actions.
14. Except for any University scholarships or similar funding, I am assuming full financial responsibility for all costs and expenses incurred by me in connection with the Activity, including, without limitation, financial responsibility for damage or destruction to property of third parties.
15. I will not hold myself out as having the power or authority to bind or create liability for the

College or the University.

16. This Release Form represents my complete understanding with the College and the University concerning their responsibility and liability for my participation in the Activity. It supersedes any previous or contemporaneous understandings I may have had with the College or the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.
17. I agree that this Release Form be constructed in accordance with New York law. I agree that this Release Form will be binding to the fullest extent permitted by such law. If any part of this Release Form is held to be unlawful, that part will be limited only to the minimum extent necessary to comply with the law, and the validity of the remaining parts will not be in any way affected.
18. This is my contact information:

Name: _____ CUNY ID: _____

Phone: _____ Email: _____

Date of birth: _____ Citizenship(s): _____

Number of passport you will use for travel: _____

19. This is my **emergency contact information**:
In case of emergency, notify:

Name: _____ Relationship: _____

Phone: _____

Email: _____

20. Check one:

I am at least eighteen years old.

I am not yet eighteen years old, so I have secured the signature of my parent or guardian (see next page) as well as my own.

I WISH TO PARTICIPATE IN THE ACTIVITY. I HAVE READ ALL OF THIS RELEASE FORM AND I FULLY UNDERSTAND IT. I AM VOLUNTARILY SIGNING THIS RELEASE FORM WITH THE INTENTION TO BE BOUND BY ITS TERMS. NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS NOT CONTAINED IN THIS RELEASE FORM HAVE BEEN MADE TO ME BY ANY OF THE RELEASED PARTIES.

Date: _____ Signature: _____

If participating student completing and signing this Release Form is under the age of 18, then the following page must be completed and signed by the student's parent or

legal guardian in the presence of a notary.

IF STUDENT IS UNDER THE AGE OF 18, THEN THE STUDENT'S PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THE FOLLOWING IN THE PRESENCE OF A NOTARY:

1. I am the parent or legal guardian of the student named above who signed on the previous page.
2. I give my permission for my child to take part in the Activity described on the first page of this form with the understanding that there are potential risks associated with the Activity.
3. I understand that my child is expected to behave responsibly and to follow the University's discipline code, policies and standards, and that failure to do so may subject the student to removal from the Activity.
4. I have read and understand this Release Form, and I confirm that the information provided by my child is accurate and complete.
5. I agree that in the event of an emergency injury or illness, the staff member(s) in charge of the Activity may act on my behalf and at my expense in obtaining medical treatment for my child.
6. I am and will be legally responsible for the obligations and acts of my child as described in this form, including such parts as may subject me to personal financial responsibility.
7. I agree, for myself and for my child, to be bound by its terms.

Print First and Last Name of Parent or Guardian

Signature of Parent or Guardian

STATE OF _____)

) ss.:

COUNTY OF _____)

On this day of _____, 201 , before me personally appeared _____

_____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same.

Notary
Stamp

Notary Public