



COLLEGE OF THE HOLY CROSS

COLLEGE OF THE HOLY CROSS FACULTY AND ADMINISTRATOR INTERNATIONAL TRAVEL AGREEMENT, ASSUMPTION OF RISK AND LIABILITY RELEASE

1. **COVID-19 WARNING.** Global COVID-19 conditions continue to be dynamic. As of June 30, 2021, the U.S. State Department has issued a significant number of Level 4 “Do Not Travel” and/or Level 3 “Reconsider Travel” warnings based upon the continuing COVID-19 pandemic. U.S. State Department Travel Warnings and Consular Information Sheets may be accessed from www.travel.state.gov. The Centers for Disease Control (CDC):
 - recommends full vaccination for travel;
 - advises that international travel poses additional risks, and even fully vaccinated travelers might be at increased risk for getting and possibly spreading some COVID-19 variants;
 - recommends to consider delaying travel to protect yourself and others from COVID-19;
 - recommends that if you do travel, to follow all CDC recommendations before, during, and after travel.

Due to the continuing risks with respect to the COVID-19 pandemic, all international travel to attend a professional conference, meeting, or convention or to conduct scholarly research or field work outside the United States is a voluntary decision of the faculty member or other employee.

2. I, _____, acknowledge and agree that:
 - a. I voluntarily have elected to attend a professional conference, meeting, or convention or to conduct scholarly research or field work outside the United States (“International Travel”).
 - b. I am aware that International Travel can involve the risk to me of:
 - i. Illness, bodily injury, mental or physical incapacity, or death, including, but not limited to, the risk of infection with COVID-19 or another disease, including diseases not common in the United States, negligent or inadequate medical care, lack of available medical care, public health conditions or actions of third parties;
 - ii. Risks of the foreign country, the locality, or foreign political, legal, social, and economic conditions or actions, including, but not limited to, quarantines, lock downs, being detained or restricted, the inability to evacuate, limited availability of food, products or services, strikes, civil unrest, war, terrorism, and criminal activity;
 - iii. Risks that reentry into the United States may be delayed or subject to conditions imposed by the United States government or a state or local government or the country or locality, including, without limitation, the risk of being detained or quarantined upon arrival;
 - iv. Risks associated with travel, including, but not limited to, being denied the right to travel; and
 - v. Other property damage or loss.
 - c. **In the event that I intend to travel to any country or area on the U.S. State Department’s Travel Warnings list, I hereby affirm:**
 - i. **I have read the U.S. State Department’s Travel Warning for the country or area concerned;**
 - ii. **I agree to and will take whatever additional precautions are suggested by the applicable Travel Warning and the CDC;**
 - iii. **I have considered all options, including travel to different areas not on the Travel Warnings list, postponement of my trip, and cancellation of my trip, and, after such consideration, have decided, without reliance on the College of the Holy Cross (the “College”) or its personnel or representatives in any manner, that my trip to a**



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country/area on the Travel Warnings list can be undertaken safely and prudently under the circumstances.

- d. I have not been required to undertake International Travel or to travel to any country or area on the U.S. State Department’s Travel Warnings List by the College nor is any full or partial reimbursement of any costs of the International Travel by the College an indication of such a requirement or that my decision to undertake such International Travel was not voluntary.
- 3. **Assumption of Risk.** I understand, acknowledge and voluntarily accept and assume all risks of personal injury, illness, death and property damage and other risks resulting from my International Travel, my attendance at the conference, meeting, or convention, scholarly research or field work in connection with my International Travel, including, but not limited to, transportation and any activities incident thereto.
- 4. **LIABILITY RELEASE AND HOLD HARMLESS.** I, on behalf of my family, heirs, administrators and personal representative(s), voluntarily release, waive, discharge, hold harmless from, and covenant not to sue the College, its trustees, officers, employees and agents (collectively, “Releasees”) with respect to any and all liability, loss, harm, injury, death, damage, costs or expenses of any nature whatsoever, which I or they may sustain, whether caused by the negligence or carelessness of the Releasees or otherwise, relating directly or indirectly to my International Travel, and my attendance at the conference, meeting, or convention, scholarly research or field work in connection with my International Travel, including, but not limited to, transportation and any activities incident thereto. I understand and agree that this Agreement, Assumption of Risk and Liability Release is for the benefit of the Releasees only. It does not purport to release third parties, such as common carriers, hotels, or travel agencies.
- 5. **Governing Law; Arbitration; Severability.** This Agreement, Assumption of Risk and Liability Release shall be governed by, and interpreted under, the laws of the Commonwealth of Massachusetts without regard to its choice of law rules. Any dispute, controversy or claim arising out of or relating to my International Travel, attendance at the conference, meeting, or convention, conduct of scholarly research or field work activities, or arising out of this Agreement, Assumption of Risk and Liability Release shall be settled by binding arbitration in the City of Worcester, Massachusetts in accordance with the rules then prevailing of the American Arbitration Association. Such arbitration shall be determined by a single arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. In case any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

BY SIGNING THIS DOCUMENT, THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, ASSUMPTION OF RISK, AND LIABILITY RELEASE AND FULLY UNDERSTAND ITS CONTENTS.

FACULTY MEMBER/ADMINISTRATOR: _____ (Signature) Print Name: _____ Date: _____	WITNESS _____ (Signature) Print Name: _____ Date: _____
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One copy to be retained by Dean's Office. One copy to be retained by faculty member/administrator