

**COLLEGE OF THE HOLY CROSS
ALUMNI INTERNATIONAL TRAVEL AGREEMENT,
ASSUMPTION OF RISK AND LIABILITY RELEASE**

I, the undersigned, have voluntarily chosen to participate in the _____ Trip, sponsored by the Trustees of the College of the Holy Cross (the “College”), which is scheduled for _____, 20__ through _____, 20__, or such other rescheduled dates as may be announced (the “Program”). The term “Program” includes any additional trips or components in which I engage during, preceding, or following the Program on or between my dates of departure from and re-arrival in the United States.

1. **ACKNOWLEDGMENTS AND AFFIRMATIONS.** I acknowledge and agree that:

- a. I affirm that I voluntarily have elected to participate in the Program, which requires travel 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, military, 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 for an indeterminate amount of time 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, theft, 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 Centers for Disease Control and Prevention (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 or its personnel or representatives in any manner, that my trip to a country/area on the Travel Warnings list can be undertaken by me safely and prudently under the circumstances.
- d. I understand that the College’s subsidization or coverage of any costs of International Travel is not an indication that my decision to undertake such International Travel was not voluntary.
- e. I understand that in the event that the Program is cancelled or terminated before its conclusion, including due to any of the risks or exigencies set forth above, the College is not responsible for any additional costs I may incur as a result thereof, nor will I have a right to any refund or reimbursement from the College with regard to amounts paid to participate in the Program or for International Travel associated therewith.

2. **ASSUMPTION OF RISK.** There are specific risks associated with International Travel, including but not limited to travel delays and other travel-related exigencies, limited food options, allergens and other allergy-related health problems, unanticipated expenses, walking in difficult or uneven terrain, food poisoning, disparate climate or atmospheric conditions, misunderstandings and conflicts arising from cultural or language differences, pickpocketing and purse-snatching, other criminal activity, loss of property, property damage, accidents, personal injury, illness, or death. I understand and agree that I am solely responsible for evaluating whether I have the appropriate level of physical, medical and mental health required to take part in the Program, and that I should consult with a medical provider for this purpose. I further understand and agree that I am solely responsible for the procurement of appropriate and adequate travel and medical insurance, in light of my own needs and risk tolerance, and that I will be solely responsible, and the College will have no responsibility, for any and all medical (including mental health) costs incurred in connection with or arising out of my participation in the Program. I freely and knowingly accept all risks associated with International Travel and agree that I am solely responsible for researching and evaluating these and other risks that may arise in connection with my participation in the Program.
3. **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 the Program, my participation therein, and/or any International Travel associated therewith, 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, unless such third parties are expressly defined as Releasees in the first sentence of this paragraph.
4. **INDEMNIFICATION.** I hereby agree to hold harmless, defend, and indemnify College and each of its trustees, employees, representatives, and agents from any and all costs, damages, liabilities, injuries, claims, demands, suits, proceedings, actions, and investigations, including all losses, liabilities, expenses (including reasonable attorneys' fees) from any and all costs, damages, liabilities, injuries, claims, demands, suits, proceedings, actions, and investigations, including all losses, liabilities, expenses (including reasonable attorneys' fees), arising out of my participation in the Program and any International Travel associated therewith.
5. **GOVERNING LAW; VENUE; JURY TRIAL WAIVER; CONSTRUCTION.** 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 the Program, any International Travel associated therewith, or this Agreement, Assumption of Risk and Liability Release shall be brought and maintained exclusively in a federal or state court located within Massachusetts, and I irrevocably consent to the exercise of jurisdiction by such court. The College and I agree that any such dispute will be decided by the court without a jury, and therefore hereby WAIVE THE RIGHT TO A JURY TRIAL in any such proceeding. 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. The Agreement encompasses the entire Agreement of the parties with respect to its subject matter and there are no other Agreements or understandings, either written or oral, with respect thereto. The Agreement may not be modified, amended, or waived unless in a written instrument signed by both parties.

BY SIGNING THIS DOCUMENT, THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, ASSUMPTION OF RISK, AND LIABILITY RELEASE, HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING ITS LEGAL EFFECT, AND FULLY UNDERSTAND ITS CONTENTS.

Signature: _____

Printed Name: _____ Date: _____

Please sign this waiver and mail to Office of Alumni Relations, College of the Holy Cross, 1 College Street, Worcester, MA 01610 OR scan and email to alumnitravel@holycross.edu