



# FARMINGTON

## AREA PUBLIC SCHOOLS

### International Travel Participation Agreement and Waiver of Liability

In consideration of the undersigned participant's (the "Participant") participation in the \_\_\_\_\_ (Who is taking the trip, i.e. Band) (the "School") trip to \_\_\_\_\_ (the "Trip"), the undersigned acknowledge and agree as follows:

#### I. Acknowledgments

- Participation in the Trip is voluntary and is not an educational requirement of the School. The Trip is offered as an accommodation to students who wish to travel abroad is not considered part of the School's curriculum. No grade, award or academic advancement will be granted by the School as a result of a student's participation in the Trip.
- The Trip is not open to the public and is offered only to qualified members of the School community. The School does not make any financial profit from the proceeds of the trip nor does it charge any surcharge or other fee beyond those fees necessary to cover the cost of the Trip.
- International travel contains risks, which are different from, greater than and less predictable than those risks associated with domestic travel. Those risks can include, but are not limited to, unfamiliar or difficult terrain, extreme climate, unfamiliar and/or poorly processed food and drink, substandard or remote and not immediately available medical care, uncommon disease and illnesses, poor safety and sanitary practices, lack of adequate public infrastructure, political unrest, terrorism, and unconventional customs, practices.
- The undersigned have been given ample opportunity to review the Trip Itinerary and this International Travel Participation Agreement and Waiver of Liability (the "Agreement") and understand that the Agreement includes, among other things, a release of their claims against the School, its officers, directors, trustees, administrators, faculty, employees, agents and representatives (hereinafter "Released Parties") for personal injuries, damages and/or losses relating to and/or arising out of the Trip.

#### II. Assumption of Risk

The undersigned acknowledge and agree that:

- They are responsible for evaluating the risks that the Participant may face while on the Trip and agree that any activities that the Participant may take part in, whether as a component of the Trip or separate from it, will be considered to have been undertaken with the Participant's approval and understanding of any and all risks involved. This includes, without limitation, risks associated with any form and injury or death from causes such as disease, unavailable or inadequate medical care, dangerous environmental conditions, traffic accidents, crime, assault and theft; and
- They fully understand and assume the risks associated with the Trip.

### **III. Waiver of Liability, Release of All Claims and Covenant Not to Sue**

The undersigned, on behalf of themselves, their minor charges, heirs, executors, successors and assigns, hereby **REMISE, RELEASE AND FOREVER DISCHARGE** the Released Parties from:

- any and all claims arising out of or in any way relating to the Trip, including those claims arising in whole or in part out of the **NEGLIGENCE** of one or more of the Released Parties;
- any responsibility for any accident, illness, injury, death or any other damage arising from or in any way relating to the Trip, including those claims arising in whole or in part out of the **NEGLIGENCE** of one or more of the Released Parties; and
- any liability, damage, or injury caused in whole or in part by the intentional misconduct or
- **NEGLIGENT** acts or omissions of any other participant on the Trip, or any other third-party.

The undersigned further **RELEASE** and agree that they will **not sue** the Released Parties for money damages, personal injury or property damage sustained by the Participant while on the Trip, even if due to the **NEGLIGENCE** of one or more of the Released Parties.

Notwithstanding the foregoing, this Agreement does not release the Released Parties from any claims arising from their **gross negligence** and/or their **intentional misconduct**.

### **IV. Indemnification and Hold Harmless**

The undersigned agree to defend, indemnify and hold harmless the Released Parties from any and all claims, lawsuits or demands made by anyone arising from or relating to the Participant's involvement with the Trip, including, but not limited to, claims alleging the **NEGLIGENCE** of one or more of the Released Parties.

### **V. Code of Conduct and Adherence to Standards**

The Participant understands and agrees that:

- By participating in the Trip, the Participant is subject to the rules, regulations and school district policy;
- The Participant will be subject to the laws, rules and regulations of the country[ies] where the Participant is traveling and that those laws may be substantially and materially different from those in the United States;
- The Participant will obey all directives issued by the School, the Trip Leaders, any associated organizations and/or the United States Government.

## **VI. Financial Obligations**

The Participant agrees:

- to pay any money owed to cover any costs and fees relating to the Trip (for travel, accommodations, cultural visits and the like) by the date specified; and
- to abide by the Travel Agency's refund policies.

## **VII. Program Participation and Modification**

The Participant understands and agrees that:

- The School reserves the right to cancel or modify the Trip at **any time** for any reason including, but not limited to, emergencies, low enrollment, change in conditions identified by the United States Government and unavailability of facilities and/or personnel;
- Absent express permission from the Trip Leader, the Participant will attend and participate in all scheduled trip activities and will adhere to the Trip schedule as set by the School; and
- Failure to do the foregoing may result in increased risk for all of the participants and the School.

## **VIII. Termination of Participation**

- The Participant understands and agrees that, while participating in the Program, he/she will not engage in inappropriate conduct, including but not limited to, the use of physical or verbal threats or violence, abuse of the customs or mores of the community, or unauthorized absences from scheduled Trip activities.
- The Participant understands that, in its sole discretion, the School may terminate the Participant's involvement with the Trip at any time, including before departure or during the Trip. Reasons for termination may include, but are not limited to, inappropriate conduct or other behavior by the Participant deemed detrimental to the best interests of the program, emergencies, or health or safety conditions or considerations.
- The Participant agrees that, if the Participant's conduct should cause him/her to be removed from the Trip, the Participant will bear the costs of return transportation.

Such termination shall not diminish or otherwise alter the Participant's obligation to make any payment required for the Program, and the School shall not be required to make any refund.

**IX. Activities Outside The Trip's Itinerary**

Should the Participant choose to remain at the Trip location or elsewhere after the Trip ends, or should the Participant leave the Trip voluntarily or involuntarily, the Participant will cease to be involved in the Trip and will be fully responsible for his/her self thereafter.

**X. Severability**

It is understood and agreed that, if any provision or term of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions, terms or applications of this Agreement which can be given effect without the invalid provisions, terms or applications. To this end, the provisions and terms of this Agreement are declared severable.

**XI. Governing Law; Venue**

This release shall be construed in accordance with, and governed by, the laws of the State of Minnesota. We agree that venue for any dispute arising under this Agreement shall be in any Minnesota court of competent jurisdiction.

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Participant Signature

Date:

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Printed Name of Participant

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Parent/Legal Guardian Signature(s)

Date:

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Print Name of Parent/Guardian