TRAVEL RELEASE

The parties to this Release are ____________________________________________ (Student), ____________________________________________ (Student's parents or legal guardian, if student is under 18) (both referred to hereafter jointly and severally as "Student"), and the University of Southern California (hereafter "USC").

The Student, with the consent of the Student's parents or legal guardian if necessary, has chosen to take part in university-related activity involving travel abroad (hereafter “Activity”), individually or as part of a group or university-sponsored program (hereafter “Program”), to ____________________________________________, during the ____________________________________________ semester.

All students are considered adults and are expected to take responsibility for their actions while taking part in the Activity. As adults, any activities that Student takes part in, whether individually, as a part of a Program or separate from a Program, will be considered to have been done with their approval and understanding of any and all risks involved. Any students under 18 and/or considered dependents of their parents or guardians are responsible for giving all background or other relevant information about the Activity to their parents or guardians.

Although USC may offer information to Student on aspects of foreign travel and particular destinations, Student agrees that they are responsible for determining the potential dangers of particular destinations, and the Student acknowledges that USC is under no duty to warn the Student of any particular danger or potential injury. Before deciding whether to visit a site, USC recommends that Student check with the U.S. Department of State website (https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html) and the U.S. Centers for Disease Control website (http://www.cdc.gov/travel/) and read carefully the current travel warning/advisory, public announcements, and consular information sheet for the site (both at the countrywide and regional levels) in which Student seeks to perform any activity related to their study or USC in general. Notwithstanding the foregoing, USC recommends that Student elects not to travel to a site that has warnings advising against travel. Student acknowledges that Student has been made aware of the risks of foreign travel and more specifically, the risks of travel to the subject destination, and further acknowledges reading and understanding any applicable U.S. Department of State travel advisory. Student is participating in the Activity with full knowledge of the risks inherent in such participation, including possible physical injury or other loss or damage and agrees to accept and assume any and all risks associated with participation in the Activity.

Student also understands and acknowledges that, despite the health and safety measures that USC is instituting to help protect students from COVID-19, an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Student understands and acknowledges that participating in the Activity may expose Student to a variety of hazards and risks foreseen and unforeseen related to COVID-19 and that Student may expose those within their household or with whom they interact to the same. Student agrees to participate in the Activity fully knowing and understanding these hazards and risks. Student further understands
that complying with USC’s COVID-19 policies as well as any applicable government guidance relating to COVID-19 safety is part of Student’s responsibility to protect themselves, and by doing so, protect others in USC’s community during the pandemic. Student understand that failure to comply with USC’s COVID-19 policies may result in USC removing and banning Student from the Activity.

In consideration for USC allowing Student to participate in the Activity, Student, her/his heirs, executors, administrators, employers, agents, representatives, insurers and attorneys, hereby releases and discharges USC, its officers, trustees, facility, employees, agents and representatives (hereafter "released parties") from any and all claims which may arise from any cause whatsoever, regardless of the source. The Student further releases and discharges the released parties from responsibility for any accident, illness, negligence, passive or active, or injury or any other consequences arising or resulting directly or indirectly from Student's participation in the Activity including, but not limited to potential exposure to persons or objects with COVID-19 and illness, quarantine requirements, injuries, physical and/or mental impairment, death, or disability as a result of COVID-19.

The Student also acknowledges that USC assumes no responsibility in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of USC, force majeure, war, quarantine, civil unrest, public health risks, government order, restriction or action, criminal activity, terrorism, expense, accident, injuries or damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carrier beyond USC's control, with or without notice, or any additional expenses occasioned by any of the foregoing. If, due to weather, flight schedules or other uncontrollable factors Student is required to spend additional nights, USC will not be responsible for Student's hotel, transfers, meal costs or other expenses. Student's baggage and personal property are completely at the Student's own risk.

The Student acknowledges that USC in no way represents, or acts as agent for the host institution involved in the Activity. Neither USC, nor its employees and agents, shall be responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the negligence or default of the host institution, any modification, suspension or cancellation of the Activity by the host institution, or any other disruption to the Activity.

The Student acknowledges and agrees that USC has the right to modify or suspend the Activity and/or student travel should such decisions be warranted by a change in health or safety conditions. The Student further acknowledges and agrees that, although USC will attempt to maintain the Activity as described in its publications, it reserves the right to change the Activity including, but not limited to, the curricula, instructors, itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice. In the event of modification, suspension or cancellation of the Activity as described in this paragraph, USC cannot guarantee any refund of any fees or expenses incurred by the Student in connection with
the Activity, and neither USC, nor its employees and agents, shall be responsible or liable for any expenses or losses that the Student may sustain because of these changes.

Student hereby represents and warrants that they are and will be covered throughout the Activity by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses that Student sustains or experiences overseas, and, more specifically, in the countries in which Student will be living and/or traveling while engaging in the Activity. By Student's signature below, the Student certifies that their health insurance policy will adequately cover Student while outside the United States; and, Student absolves USC of all responsibility and liability for any charges, bills and/or expenses Student may incur while they are abroad. Student agrees to report to USC's Program directors or head of department any physical or mental condition that they have which may require special medical attention or accommodation during travel at least ninety (90) days prior to departure.

Student hereby agrees to indemnify, defend, and hold harmless the released parties from any loss or liability whatsoever including reasonable attorneys' fees, arising or resulting directly or indirectly from Student's participation in the Activity.

Student understands and agrees that Student will obey all rules, regulations, and laws of the respective countries, states, counties, and municipalities to be visited, and all travel regulations, any rules or precautions issued by USC, its representatives or by any associated institutions or organizations or the United States government. Student also understands that in the sole discretion of a Program representative or head of department, a violation of the above may result in an immediate expulsion from the Activity and/or Program. USC reserves the right to decline to accept or retain student in the Activity or Program or at any time should Student's actions or general behavior impede the operation of the Activity, Program or the rights or welfare of any person. In such an event, no refund will be made for any remaining portion of the Activity or Program.

Student traveling as part of a Program understands and agrees to attend and participate in all excursions that are a part of the Program. Student understands that failure to do so will result in a reduction of grade including the possibility of course failure.

It is understood and agreed that should Student elect to remain at the location of the Activity or elsewhere after participation in the Activity, Student will cease to be part of the Activity. Should Student drop out of the Activity voluntarily or involuntarily, Student understands that any relationship between Student and the Activity will be terminated thereafter. Student acknowledges and accepts any risks associated with voluntarily foregoing to travel with the Activity or traveling to/from a destination not established by the Activity.

Student further acknowledges that they may be exposed to significant risks and that USC's safety protocols will not cover Student outside of the Activity. Student also understands that USC bears no responsibility for transportation, housing, food, or any other services and necessities for any deviation outside the established Activity, and any additional expenses and obligations incurred are solely the Student's responsibility. In both of the foregoing events, this release shall remain in full force and effect.
USC reserves the right in its sole discretion to cancel or suspend Activity for any events or circumstances that may, in USC's determination, place Student at risk of mental, emotional or physical harm or bodily injury, including but not limited to the COVID-19 pandemic, war, political upheaval, riots or other events in or around the location of the Activity. USC may rely on travel advisories issued by government agencies in determining whether to cancel or suspend the Activity. USC may cancel or suspend the Activity, Program or, where applicable, substitute classes due to low enrollments or unavailability of faculty or facilities.

By signing below, Student represents that they are a student in good standing at USC and has never had charges brought against them before Student Judicial Affairs and Community Standards (SJACS). Student hereby gives Student Affairs the right to access student's records maintained by the Student Judicial Affairs and Community Standards (SJACS), and to provide relevant information from such records to the Faculty/Program Coordinator/Head of Department.

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

This Release shall be construed in accordance with, and governed by, the laws of the State of California. Subject to approval from USC's insurance carrier, any dispute arising from this Release shall be submitted for full and final resolution to arbitration in accordance with the rules promulgated by JAMS. The arbitration shall take place in Los Angeles, California.

This Release is the only, sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other, or relied upon, and no consideration has been offered, promised other than as may be expressly provided herein. This Release supersedes any earlier written or oral understanding or agreements between the parties.

Student acknowledges that they have read this Release and that they understand its meaning and effect.

Date: ____________________  Student: __________________________________________

Date: ____________________  Parents or Legal Guardian: ____________________________
   (Student is under 18)