



## **TRAVEL RELEASE (FOREIGN)**

This Travel Release (this "Release") is entered into by the undersigned student ("Student") or such Student's parent or legal guardian if Student is under eighteen (18) years old or a dependent (collectively referred to as "Student").

Student, with the consent of Student's parent or legal guardian if necessary, has chosen to participate in the University of Southern California ("USC") \_\_\_\_\_ (the "Program"), during the \_\_\_\_\_ 202\_ semester.

Student is expected to take responsibility for Student's actions while taking part in the Program. Any activities that Student takes part in, whether as a part of a Program or separate from the Program, will be considered to have been done with their approval and understanding of any and all risks involved.

Although USC may offer information to Student on aspects of foreign travel and particular destinations, Student agrees that Student is responsible for determining the potential dangers of particular destinations, and Student acknowledges that USC is under no duty to warn 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 (<http://travel.state.gov/traveladvisories>) 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 study. Notwithstanding the foregoing, USC recommends that Student elects not to study in a site that has a travel advisory level of **3** or greater. 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 Program 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 Program.

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 Program 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 Program 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 understands that failure to comply with USC's COVID-19 policies may result in USC removing and banning Student from the Program.

Student understands and acknowledges that they should consult with their healthcare provider regarding their individual health status. Individuals with high risk medical conditions including but not limited to age 65 and older, moderate to severe asthma, severe obesity (BMI>40), diabetes, immunocompromised conditions, chronic kidney disease, liver disease or a serious heart condition may be at higher risk and should be advised by a medical professional before engaging in in-person campus activities.

In consideration of USC's accepting Student into the Program, Student, individually and on behalf of her/his/their 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, foreseen or unforeseen, regardless of the source. 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 Program 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.

I am familiar with and do hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions) which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Student also acknowledges that the 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 the USC, force majeure, war quarantine, civil unrest, public health risks, 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, for 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 Student's own risk.

Student hereby represents and warrants that he/she/they is/are and will be covered throughout the Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses that Student sustains or experiences outside the United States, and, more specifically, in the countries in which Student will be living and/or traveling while on the Program. By Student's signature below, Student certifies that his/her/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 he/she/they is/are abroad. Student agrees to report to USC's Program directors any physical or

mental condition that he/she/they has/have which may require special medical attention or accommodation during the Program 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 Program.

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 the Program representative, a violation of the above may result in an immediate expulsion from the Program. USC reserves the right to decline to accept or retain student in the Program at any time should Student's actions or general behavior impede the operation of the Program or the rights or welfare of any person. In such an event, no refund will be made for any remaining portion of the Program.

Student 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 in the city where Student participated in the Program or travel elsewhere instead of returning to Los Angeles after participation in the Program, the Program will be deemed to have concluded and USC will have no liability for Student. Should Student drop out of the Program voluntarily or involuntarily, Student understands that any relationship between Student and the Program will be terminated thereafter. Student acknowledges and accepts any risks associated with voluntarily foregoing to travel with the Program or traveling to/from a destination not established by the Program.

Student further acknowledges that they may be exposed to significant risks and that USC's safety protocols will not cover Student outside of the Program. Student also understands that USC bears no responsibility for transportation, housing, food, or any other services and necessities for any deviation outside the established Program, 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 the Program 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 Program. USC may rely on travel advisories issued by government agencies in determining whether to cancel or suspend the Program. USC may cancel or suspend the Program or substitute classes due to low enrollments or unavailability of faculty or facilities.

By signing below, Student represents that he/she/they is/are a student in good standing at USC, including with the offices that address student conduct matters: Office for Equity, Equal

Opportunity, and Title IX (EEO-TIX), Office of Community Expectations (OCE), and Office of Academic Integrity (OAI). Student hereby gives Student Affairs the right to access student's records maintained by any such offices, and to provide relevant information from such records to the Program coordinator.

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 anyway 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.

Student acknowledges that he/she/they has/have read this Release and that Student understands its meaning and effect.

Date: \_\_\_\_\_  
Student Signature: \_\_\_\_\_  
Student Printed Name: \_\_\_\_\_

If Student is under eighteen (18) years old or a dependent, signature of parent or guardian:

Date: \_\_\_\_\_  
Guardian Signature: \_\_\_\_\_  
Guardian Printed Name: \_\_\_\_\_