

University of Arkansas
Exemption to Overseas Travel Policy;
Release, Waiver of Liability, and Indemnification Agreement

Name _____

Destination _____

Dates of Travel _____

I understand that my request to travel to the country named above has been approved under the following conditions:

- a. In consideration of being granted an exemption to the University of Arkansas Overseas Travel Policy and being permitted to travel to my chosen destination of my own free will and desire, I freely assume any and all risks associated with or arising out of my intended travel.
- b. I understand and agree that University's approval for this trip is limited solely to allowing me to use University funds to pay for this travel consistent with applicable law and University policy.
- c. I acknowledge and understand that the World Health Organization has declared coronavirus disease 2019 (COVID-19) to be a pandemic, and that there may be additional risks present in international travel at this time regarding exposure, transmission, and contraction of COVID-19. I also acknowledge that I am fully aware of the risk associated with participating in international travel during the COVID-19 pandemic, including the risk of contracting COVID-19 under circumstances where government and health officials have urged individuals to avoid non-essential travel and to practice social distancing, and I voluntarily assume those risks.

I understand that I may be traveling to locations with a variable, and possibly increased risk of exposure to COVID-19 and where I may be proximate to individuals whose health history and exposure risk for COVID-19 cannot be determined. I understand that the health care systems of many countries may be strained, and I acknowledge that in the event I require medical care for any reason, access to medical care and supplies in the country may be severely reduced or inaccessible, therefore placing me at additional risk. I am fully aware of the risk and potential hazards of traveling and interacting with others during the COVID-19 pandemic, and I am voluntarily choosing to engage international travel.

I understand that the current medical research indicates that enhanced health risks associated with COVID-19, including death, increase with both age and the presence of certain preexisting medical conditions or comorbidities. I affirm that I am aware of my personal medical history and related medical needs. I am fully aware that infection may cause serious illness or even death.

I understand that should I contract COVID-19 or have symptoms consistent with a COVID-19 diagnosis sufficiently close to departure, I agree that I will not travel abroad unless directed by a medical provider that I may travel. Moreover, I understand that proof of a negative COVID-19 test may be required by the international airline prior to boarding or by the country prior to entry, and I understand that a positive test result or presenting symptoms consistent with a COVID-19 diagnosis may result in my immediate return home at my own expense.

I agree to take all necessary precautions and to follow all prescribed protocols and guidance from relevant authorities, including adhering to travel notices and warnings from the U.S. Department of State and the U.S. Centers for Disease Control and Prevention. I understand that the University may issue additional protocols or guidance from time to time to address relevant health risks and if issued, I agree to take all reasonable measures to comply with these additional requirements.

University of Arkansas
Exemption to Overseas Travel Policy;
Release, Waiver of Liability, and Indemnification Agreement

- d. In addition to the acknowledgements outlined above at section c, I acknowledge that I have also carefully reviewed the U.S. State Department Travel Warning associated with this country, and I freely and voluntarily assume any and all risks (including, but not limited to, risks of bodily harm or death) which may arise related to the conditions described; and I will follow all precautions described within that warning. Notwithstanding the travel warning, I desire to engage in the travel, and I acknowledge that the University is not requiring me to travel for any reason. I further understand that the University shall not be responsible in any manner whatsoever in the event that anything happens to me with regard to this trip. I understand that the University is not assuming any liability or responsibility for my personal property, personal safety or well being based upon its willingness to pay for my travel. The decision to travel and all risk arising from my travel are solely mine.
- e. To the maximum extent permitted by law, I agree to indemnify and hold harmless the Board of Trustees of the University of Arkansas, its current and former trustees, officers, agents and employees, from and against any and all manner of claims, causes of action, or liability, arising out of or relating to my decision to engage in my travel. This duty of indemnification shall survive indefinitely and be binding upon my survivors and/or heirs.
- f. **I HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT. I AGREE THAT THIS AGREEMENT SHALL BE BINDING UPON MY SURVIVORS, HEIRS, SUCCESSORS, AND ASSIGNS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, AND AN INDEMNIFICATION AGREEMENT, AND SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE REGARDING MY TRAVEL, AND I AGREE THAT I AM SOLELY RESPONSIBLE FOR THE DECISION TO TAKE THIS TRIP AND I ACCEPT ALL RESONSIBILITY FOR ANY HARM, INCLUDING, BUT NOT LIMITED TO, DEATH THAT I MAY EXPERIENCE. I AFFIRMATIVELY STATE THAT THE UNIVERSITY IS NOT REQUIRING ME TO ENGAGE IN THIS TRAVEL, AND THE DECISION TO TRAVEL IS SOLELY MINE.**
- g. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law principles. **I UNDERSTAND THAT THIS IS A LEGALLY BINDING DOCUMENT, AND I MAY SEEK LEGAL REVIEW OF IT PRIOR TO SIGNING IT IF I SO DESIRE.**

Signature

Date

(5/13/2021)