

FACULTY-LED PROGRAM
WAIVER OF LIABILITY, CONSENT, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
FOR ACTIVITIES, EXCURSIONS, AND TRANSPORTATION

Faculty Leader: _____ Travel Dates: _____

In addition to the terms and conditions set forth on the CONDITIONS OF PARTICIPATION/PARTICIPANT CONSENT, RELEASE, AND ASSUMPTION OF RISK FOR KANSAS STATE UNIVERSITY FACULTY-LED EDUCATION ABROAD PROGRAMS, I also specifically acknowledge that during this Kansas State University faculty-led education abroad program (hereafter "Program"), I may participate in activities and excursions that pose risk and/or ride in vehicles that are not driven by professional driver(s). Participation in excursions and activities may carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Certain drivers may have limited or no experience driving in the country where my Program takes place. I acknowledge that the country where my Program takes place may have different and/or inadequate laws pertaining to such activities, transportation, roads, and the safety thereof. I specifically consent to these activities, excursions, and modes of transportation, and with full knowledge of such activities, excursions, and transportation, I agree to fully participate in the Program. I also FULLY ASSUME and ACCEPT the risks associated with such activities, excursions, and transportation, including without limitation, serious physical and/or mental trauma or injury (including death), and potential dangers and injury (including death) arising from collisions, road conditions, vehicle quality and conditions, inadequate vehicle inspections, surface hazards, terrain, weather conditions, inexperienced driving, and other distractions to the driver.

Without limiting the release or other terms and conditions of the CONDITIONS OF PARTICIPATION/PARTICIPANT CONSENT, RELEASE, AND ASSUMPTION OF RISK FOR KANSAS STATE UNIVERSITY FACULTY-LED EDUCATION ABROAD PROGRAMS, which I also have signed or will sign prior to the start of the Program, I hereby release Kansas State University, the State of Kansas, the Kansas Board of Regents, and all their agents, officers and employees from all claims, demands, and causes of action of any kind, including claims for negligence, which may arise from or be related to activities, excursions, and transportation during the Program.

The laws of the state of Kansas shall govern the validity, construction and enforceability of this agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this agreement shall in in the court of the state of Kansas, county of Riley, or a federal court in Kansas.

I have read and understand the foregoing terms and agree that this document constitutes an agreement that legally binds me, my heirs, assigns, and my estate.

Participant Name (Please Print Legibly): _____

Participant Signature: _____ **Date:** _____

Parent or Legal Guardian Signature (If Participant is Under Eighteen Years of Age):
