

## RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

**THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISKS** (the "Release") is executed by \_\_\_\_\_ whose address is \_\_\_\_\_ in favor of NOVA SOUTHEASTERN UNIVERSITY, INC., a Florida not for profit corporation (the "University"), whose address is 3301 College Avenue, Fort Lauderdale, Florida 33314.

1. **PARTICIPATION IN THE TRIP:** For and in consideration of my being allowed to participate in the trip to China and Japan scheduled to occur from June 7, 2008 to June 28, 2008 for the primary purpose of the Study of Traditional Chinese Medicine and Culture Exploration in China and Japan (the "Trip"), I acknowledge that I am not required as part of my academic program or otherwise to participate in the Trip.
2. **WAIVER OF UNIVERSITY LIABILITY FOR DANGERS AND RISKS:** I understand that there are certain dangers, hazards, and risks inherent in international travel and the activities to be engaged in during the Trip including, but not limited to, those set forth in EXHIBIT "A" attached hereto and made a part hereof, which can cause personal injury, death and property damage. I further understand that the University cannot and does not assume responsibility for any such personal injury, death or property damage.
3. **ASSUMPTION OF RISKS:** Notwithstanding the dangers, hazards, and risks involved, and in consideration of being permitted to participate in the Trip:
  - (i) I agree to assume all the risks surrounding my participation in the Trip and in the activities I undertake in connection therewith; and
  - (ii) I release and forever discharge the University, its Board of Trustees, officers, agents, employees, and any students acting as employees (hereafter collectively called the "Releasees"), from any and all liability for any injury, damage, claim, demand, action, cost, and expense of any nature that I may at any time have or incur, arising out of or in any manner related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, while in China and Japan or in transit to and from Florida.
4. **DISCLAIMER OF UNIVERSITY RESPONSIBILITY:** I understand and agree that the University and Releasees are:
  - (i) not responsible or liable for any injury, damage, loss, accident or delay which may be caused by a defect in any vehicle or other mode of transportation, or the negligence or other wrongful act of any party engaged to provide services connected with the Trip,
  - (ii) not responsible or liable for any injury, damage, loss or expense due to sickness, weather, strikes, hostilities, wars, natural disasters, terrorism, or other such causes,
  - (iii) not responsible or liable for disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom, and

- (iv) not responsible or liable for any loss, damage, or theft of my luggage or other personal belongings.
5. **RESPONSIBILITY FOR MEDICAL NEEDS:** I represent to the University that I am aware of my personal medical needs and that there are no health-related reasons or problems that preclude or restrict my participation in the Trip. I acknowledge that the University and Releasees have strongly recommended that I obtain insurance coverage valid in China and Japan to protect against the cost of hospitalization and physician care in the event of sickness, accident, injury and disability. I understand that I am solely responsible for obtaining such insurance (may be included with the collaborating agency). I further understand and agree that (i) the University is not responsible for attending to any of my medical or medication needs; (ii) I assume all risks and responsibility for my medical and medication needs; and (iii) if I am required to be hospitalized at any time during the Trip, the University does not assume any legal responsibility for payment of such costs.
6. **EMERGENCY MEDICAL TREATMENT:** I understand that the Releasees do not have medical personnel available at any time during the Trip. I grant the Releasees permission to authorize emergency medical treatment, including surgery, and I agree that such action by the Releasees shall be subject to the terms of this Release. I understand and agree that Releasees assume no liability or responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.
7. **LEGAL PROBLEMS:** I understand that if I have a legal problem in China and Japan during the Trip, I will attend to the matter personally with my own funds and that the University and Releasees are not responsible for providing any assistance to me under such circumstances.
8. **BINDING NATURE OF RELEASE:** It is my express intent that this Release shall bind the members of my family (including my spouse, if any) if I am alive, and my heirs, personal representatives, successors, and assigns if I am deceased.
9. **INDEMNIFICATION:** I agree to indemnify, defend and hold the Releasees harmless from any liability, claim, action, damage, loss, cost and expense of every kind or nature asserted by any party against the Releasee or incurred by any Releasee and arising directly or indirectly from or in connection with my participation in the Trip or any of the activities I engage in during the Trip.
10. **RESERVATION OF RIGHTS:** I acknowledge that the University reserves the following rights that it may exercise in its sole discretion: (i) the right to cancel the Trip, and (ii) the right to make alterations, changes, and modifications in any part of the Trip itinerary and the activities in connection therewith.
11. **PASSPORT, VISA AND VACCINATIONS:** I understand that I am responsible for obtaining my own passport, visa and public health vaccinations.
12. **COMPLIANCE WITH LAWS:** I agree to comply with all laws of China and Japan during the Trip.
13. **DISCLOSURE:** **THE UNIVERSITY HAS INFORMED ME THAT BY SIGNING THIS DOCUMENT I RELEASE AND WAIVE CERTAIN LEGAL RIGHTS THAT I OTHERWISE MIGHT HAVE, AND THAT I SHOULD READ THE DOCUMENT**

**CAREFULLY AND UNDERSTADN IT FULLY BEFORE SIGNING.**

14. **REPRESENTATIONS:** I represent to the University that (i) I have read this Release and fully understand its contents and the effect of its terms and provisions, (ii) I sign this Release as my own free act and deed, (iii) with respect to the matters set forth in this Release, no oral representations, statements or inducements other than those expressly contained herein have been made to me by any of the Releasees, (iv) I am over eighteen (18) years of age and fully competent to sign this Release and (v) I execute this Release for complete and adequate consideration, fully intending to be bound by the same.
15. **GOVERNING LAW:** I agree that this Release shall be construed in accordance with the laws of the State of Florida.
16. **PARTIAL INVALIDITY:** If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, then I agree that the validity of all remaining terms and provisions shall not be affected thereby.

**I HAVE READ THIS DOCUMENT CAREFULLY, FULLY UNDERSTAND ITS CONTENTS, KNOW THAT IT IS LEGALLY BINDING, AND ACKNOWLEDGE THAT BY SIGNING BELOW I MAY RELEASE AND WAIVE CERTAIN LEGAL RIGHTS THAT I OTHERWISE MIGHT HAVE.**

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Participant Name

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Participant Signature

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Date

## **EXHIBIT “A”**

Problems and hazards that participants can experience.

1. Poor quality food or drinking water.
2. Food poisoning.
3. Circumstances of travel via plane, bus or other means of transportation.
4. Theft.
5. Natural events, e.g. earthquakes, tropical storms, volcanic activity, etc.
6. High altitude nausea, nose bleeds, headaches.
7. Drug availability and severe police/legal penalties.
8. Political instability.
9. Kidnapping, torture and death.
10. Guerrilla warfare.
11. Violence relating to drugs.
12. Terrorist activity of any kind.
13. And any other unforeseen circumstance that can cause injury, death or damage to property.