

## **Travel Participation Agreement**

I,, the "Participant,"	desire to participate in the William Carey University "Activity,"
(location) ,	(date) In consideration of being allowed to
participate in the Activity, and serving as Participant, I	hereby certify as follows:

- 1. I shall be solely responsible and liable for obtaining identification, passports, visas and other personal documentation appropriate for my participation in the Activity, and paying all costs and expenses related to my participation in the Activity. William Carey University serves only in a capacity of assisting in making arrangements for transportation, accommodations and other services and products to be provided by others in connection with the Activity, and in no way serves as an agent or representative for these other parties, or accepts any responsibility or liability for their services or products. Such transportation, accommodations and other services and products are subject only to the terms and conditions under which they are provided by such other parties.
- 2. I am fully informed or otherwise aware of, and fully assume, all risks to person and property in connection with my participation in the Activity, including, but not limited to, travel delays, political unrest, property damage and loss, bodily injuries, sickness, repatriation, disease and death. I understand the dangers and risks associated with travel and the various modes of transportation used during this Activity. Flight / transportation times are subject to change without advance notice. Neither William Carey University nor the travel agency are responsible for such changes or delays, and do not reimburse expenses resulting from such delays. If changes or conditions necessitate the trip to be extended, I will pay additional charges and expenses. In the event I do not attend or withdraw from the Activity, I accept that I may not be refunded for cost of the trip. In the event conditions require the university or trip leader to cancel the trip, I may only be partially refunded if all funds are not reimbursed by vendors to the university.
- 3. I fully and forever RELEASE, WAIVE AND DISCHARGE, and COVENANT NOT TO SUE William Carey University (including, but not limited to, its trustees, agents, officers, employees and representatives), from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, travel delays, property damage and loss, bodily injuries, sickness, disease and death), directly or indirectly arising in connection with my participation in the Activity, whether or not foreseeable or contributed to by negligent acts or omissions of William Carey University or others.
- 4. I am in sufficient physical and mental health and do not have any physical or mental conditions which could affect my ability to participate in the Activity. I have medical insurance coverage appropriate for my participation in the activity, and have provided evidence of such insurance coverage and emergency contact information to William Carey University. William Carey University shall not be required to provide any insurance for me in connection with my participation in the Activity. In the event medical care is required, I am responsible for all costs incurred.
- 5. I, in case of medical emergency, do hereby appoint <a href="Landon Adams">Landon Adams</a> (Sponsors of Activity) as Attorney-in-Fact during such time as I am engaged in the Activity. I do hereby specifically give my permission to the Sponsor of this Activity to act for and on my behalf in connection with any medical emergency that might arise during such time as the Activity is taking place, including, but not limited to, the giving of consent for medical treatment and/or hospitalization to the extent necessary to preserve my health and well-being. If emergency medical treatment is deemed necessary for the Participant, the sponsors of this Activity are authorized to use their best judgment to seek the medical care which they deem most prudent at the time. They may elect medical providers and make decisions regarding medical care as they deem best.

- 6. I shall comply with all applicable laws of any jurisdiction in which I may travel and all policies of William Carey University, including its alcohol and drug free policies while participating in the Activity. As a Participant in a William Carey University Activity, I realize that I am an ambassador of William Carey University and, therefore, am subject to all rules and policies governing William Carey University. Furthermore, I understand that I will be subject to disciplinary action in accordance with these rules. If my participation in the Activity is at any time deemed detrimental to the Activity or its other participants, as determined by the trip leader, I understand that I may be expelled from the Activity without William Carey University incurring any liability, I may incur liability to William Carey University under this Agreement, and I may be subject to further disciplinary action by William Carey University.
- 7. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings and negotiations, regarding this subject matter. This Agreement may not be amended, by course of conduct or otherwise, and may not be assigned in whole or in part, except in writing duly executed by me and William Carey University. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Mississippi, without regard to any conflicts or choice of law principles, and shall be as broad and inclusive as permitted by such laws. If any provision of this Agreement is held unenforceable by a court, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.
- 8. I have read and fully understand this Agreement, intend that this Agreement be legally binding upon and enforceable against me and my family, estate, heirs and legal representatives, intend that this Agreement benefit William Carey University, and confirm that I am fully competent, and entering into this Agreement voluntarily of my own judgment.

PARTIES TO THIS AGREEMENT STATE THAT EACH HAS F BY THE CONDITIONS STATED HEREIN AND SIGNS OF HIS	•	
Witness our signatures to this agreement on this the	day of	, A. D.,
Applicant (if over the age of 18)		
Parent/Guardian (if applicant is under the age of 18)		
SWORN TO AND SUBSCRIBED BEFORE ME on this, the $\_$	day of	, A. D.,
_	NOTARY PUBI	LIC
My Commission Expires:		