

**WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION & ASSUMPTION OF RISK**

**FOR TRAVEL BY SAM HOUSTON STATE UNIVERSITY (SHSU) EMPLOYEES TO A  
COUNTRY WITH A LEVEL**

I further understand that SHSU cannot and does not assume responsibility for my safety or any such personal injury, death, property damage, or other problem or damage that arises from these or other dangers, hazards, and/or risks of or related to the Trip.

**4. ACKNOWLEDGEMENT OF INSTITUTIONAL AUTHORITY TO RESCIND APPROVAL**

I understand and acknowledge that SHSU has the right to withdraw institutional approval at any time for travel to a country currently under a U.S. State Department Travel Advisory Level 3 or 4 or CDC Level 3 or 4 Health Notice. I further understand that if this travel is not specifically required by SHSU, SHSU cannot and does not assume any responsibility for financial losses that I may incur as a result of my decision to travel to this country/ies, including but not limited to, cancellation of airline tickets, non-refundable fees paid for services to be rendered abroad, including but not limited to lodging expenses. By choosing to continue in the Trip, I acknowledge and agree that I am responsible for all potential financial costs associated with cancellation of a program or removal of institutional approval.

**5. ACKNOWLEDGMENT OF INSTITUTIONAL AUTHORITY TO ISSUE A MANDATORY EVACUATION NOTICE TO**

b. **I HEREBY AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE, SAM HOUSTON STATE UNIVERSITY, THE TEXAS STATE UNIVERSITY SYSTEM, THEIR BOARD OF REGENTS, AND ALL OF THEIR OFFICERS, AGENTS, EMPLOYEES, SERVANTS AND ALL OTHER PERSONS, NATURAL OR CORPORATE, IN PRIVACY WITH THEM OR ANY OF THEM IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES (HEREAFTER COLLECTIVELY REFERRED TO AS “RELEASED PARTIES”) FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AT COMMON LAW, STATUTORY, OR OTHERWISE, OF ANY KIND WHATSOEVER WHICH I NOW HAVE OR MAY HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE TRIP, IT BEING INTENDED TO RELEASE ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHICH THE AFOREMENTIONED MIGHT HAVE AGAINST RELEASED PARTIES.**

c. **I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LIENS, AND CAUSES OF ACTION ARISING BY, THROUGH, AND/OR UNDER ANY AND ALL CLAIMANTS, ARISING OUT OF THE TRIP MADE THE SUBJECT OF THIS RELEASE AND INDEMNITY AGREEMENT. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS RELEASE AND INDEMNITY AGREEMENT APPLIES TO ALL CLAIMS, LIENS AND CAUSES OF ACTION, KNOWN OR UNKNOWN, BASED IN STATUTE, CONTRACT OR COMMON LAW, AND THIS RELEASE AND INDEMNITY AGREEMENT APPLIES TO ALL CLAIMS, LIENS, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE CLAIMS AND CAUSES OF ACTION BASED ON THE ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE RELEASED PARTIES.**

d. **I FURTHER AGREE AND UNDERSTAND THAT THE RELEASED PARTIES ARE NOT LIABLE FOR ANY DAMAGES, COSTS, INJURIES, SICKNESS, OR DEATH I MAY SUSTAIN RESULTING FROM OR IN ANY WAY RELATED TO MY VOLUNTARY PARTICIPATION IN THE TRIP, REGARDLESS OF WHOSE FAULT MAY BE THE CAUSE OF MY INJURIES, DEATH OR DAMAGES.**

e. **HOWEVER, TO THE EXTENT THE TEXAS WORKERS’ COMPENATION ACT APPLIES, THIS RELEASE AND INDEMNITY AGREEMENT IS NOT INTENDED TO WAIVE ANY RIGHTS I MAY HAVE AS A STATE EMPLOYEE UNDER THE TEXAS WORKERS’ COMPENSATION ACT.**



