

## RELEASE, ASSUMPTION OF RISK AND COVENANT NOT TO SUE

I, \_\_\_\_\_, acknowledge that I have agreed to participate in the Emory University \_\_\_\_\_ [Name of Program (i.e. dissertation research, conference attendance, etc.)] from \_\_\_\_\_ [Start and end date of the activity] (the "Program"). I acknowledge that I am covered by an accident and health insurance policy, that Emory has encouraged me to purchase supplemental traveler's health insurance, that I am physically and mentally capable of participating in the Program and that participation in the Program is my choice.

I understand that it is my responsibility to know what personal equipment is required (such as footwear and clothing) and provide the proper personal equipment for my participation in the Program, and to ensure that it is in good and suitable condition. I agree to ask questions to make sure that I know how to safely participate in the Program.

I understand that there are inherent risks involved with my travels to and within the Program location and participation in the Program, and I acknowledge and accept all of these risks, without limitation, including death. These risks include, but are not limited to travel to, within and returning from the Program travel destination(s) and \_\_\_\_\_ [list anything else specifically]. I acknowledge that Emory University has advised me to follow the applicable CDC guidelines for immunizations and medical preparation before and when traveling to and in the Program destination (s).

In addition, I understand that, as part of the Program, I may be traveling to a location with an increased risk of exposure to COVID-19 and may be subjecting myself to exposure to individuals whose health history and exposure risk for COVID-19 cannot be determined. I am fully aware of the risks and hazards associated with traveling to the Program location and interacting with other individuals during the global COVID-19 pandemic, and I understand that conditions may rapidly change for the worse. I acknowledge that the Program is entirely voluntary and my travel to the Program location is in no way required by Emory University to complete the credit hours required for a degree.

**I acknowledge that I am fully vaccinated for COVID-19 at the time of departure for my travel unless I am approved by Emory for an exemption from this requirement.**

Notwithstanding the foregoing, I am fully aware of the risk of contracting COVID-19, under circumstances where government and health officials have urged people to avoid travel and to practice social distancing. Should I contract COVID-19 or have symptoms consistent with a COVID-19 diagnosis, I understand and agree that I will not participate in Program activities in person unless directed by a medical provider that I may participate. I am fully aware that, even though I may be vaccinated against COVID-19, there is no effective treatment available for COVID-19 and that infection may cause serious illness or death. I acknowledge that, particularly given mobility restrictions associated with COVID-19, Emory's ability to assist me for the duration of my time outside of the United States may be limited. I further acknowledge that emergency evacuation may not be possible or may be delayed, which could lead to illness, adverse outcomes, or death.

Should I encounter difficulty returning from the Program location, neither Emory nor the U.S. government may be able to assist in my return, or provide supplies or medical treatment. I understand that countries, states and municipalities have taken measures to protect citizens and residents by requiring quarantine, isolation or screening of people entering or exiting locations. I understand that my departure from the Program location could be delayed or barred and the US government may have re-entry requirements that could impact my return to the United States. Further the COVID-19 pandemic may result in an increase in crime, public disorder, looting, robberies, unrest, attacks, arrests, and harsh government actions.

I agree to take all necessary precautions and follow prescribed protocols and guidance from relevant authorities, including adhering to travel notices and warnings and health guidance from the US Department of State and the Centers for Disease Control and Prevention.

I have been briefed by, or have been provided the opportunity to have a discussion with, Emory staff, consultants and/or counselors about the risks listed above. I have considered whether these risks are beyond my acceptable level of risk, considering my personal, household, and familial health risks. My decision to travel for the Program is voluntary and informed.

I understand that Emory does not warrant (or guarantee) in any respect the competency or mental or physical condition of any person associated with my travels abroad or the physical condition of any facility or equipment used in connection with my travel abroad or the suitability of the Program for my participation. I understand that Emory does not provide me with any travel insurance or personal liability insurance in connection with my travel to the Program location and my activities there.

**IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN TRAVEL TO THE PROGRAM LOCATION, I ACKNOWLEDGE AND VOLUNTARILY ASSUME ALL RISKS OF ILLNESS OR INJURY, INCLUDING DEATH, THAT I MAY SUSTAIN WHILE I PARTICIPATE IN PROGRAM, ALONG WITH ANY TRAVEL TO OR FROM THE PROGRAM LOCATION OR THE PROVISION OF TRANSPORTATION TO OR FROM THE PROGRAM LOCATION.**

In addition, I, on my own behalf and on behalf of my heirs, representatives, executors, administrators and assigns, for the sole consideration of being allowed to attend and participate in the Program, do hereby release, relieve, covenant not to sue and forever discharge, defend, indemnify and hold harmless, Emory University, and its trustees, directors, officers, agents, employees, students, members and volunteers, as applicable, (hereinafter collectively "Releasees") of any and from all claims, demands, rights, liabilities, losses, expenses, and causes of action (with the exception of gross negligence or willful misconduct) of whatever kind or nature including, but not limited to, negligence, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property,

and the consequences thereof, including death, resulting from any participation in or in any way connected with arising out of or connected with the Program, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that I may incur or sustain during my travel to and stay in the Program location, all activities associated with the Program and while traveling to and from the Program location whether or not I actually participate in the Program.

I expressly agree that the terms of this Release, Assumption of Risk and Covenant Not to Sue (“Release”) shall be binding upon me and my heirs, executors and assigns, and all members of my family. I expressly agree that this Release shall be governed and interpreted in accordance with the laws of the State of Georgia without regard to conflict of law principles. **I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT, IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS RELEASE IS HELD TO BE INVALID BY ANY COURT OF COMPETENT JURISDICTION, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THE RELEASE.**

**IN SIGNING THIS RELEASE, ASSUMPTION OF RISK AND COVENANT NOT TO SUE, I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND AND AGREE TO COMPLY WITH ITS TERMS, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.**

Enter name

Print Name

Select signature date

Date

Signature