In consideration of my being allowed to participate in a Dixie State University Program, I, ____________________________ declare and agree to the following terms and conditions contained in this Agreement: That I have been informed and fully understand that my participation in this activity, during Academic Year__________, may involve me being exposed to risks, serious injuries and/or death arising out of the travel, and excursions. Such risks may include, but are not limited to, injury arising out of airplane travel, vehicular accidents, malfunction of equipment, entry into dangerous or defective premises, and possible health dangers, etc. I will read, follow all program procedures, and where necessary, sign travel authorizations and financial approvals, consult with the US Department of State and Center for Disease Control about travel alerts for destination country(s), consider all import and export laws, write a detail emergency action plan (including itinerary dates, times, place, address, contact information). Consult with Risk Management and Safety about an emergency action plan and purchase or receive authorized travel insurance.

I, have been fully informed about the financial arrangements for this program, and understand that it is my responsibility to sign all necessary documents related to financials prior to my departure.

I represent and warrant to all other parties to this Agreement that I have read and fully understand the terms and provisions, have had an opportunity to review this Agreement with legal counsel, and have executed this Agreement based upon my own judgment and independent legal advice.

I am at least 18 years of age, am under no obligation to participate in this program and it is not required by the University or any required University class, and I am participating voluntarily. I also take full responsibility for any spouse or dependent who would accompany me during the travel or program period.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
14. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both); or by which such party seeks a declaration of any rights or obligations under this Agreement, each party shall pay its own attorney fees, costs and expenses incurred.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement reserves and is intended to conform with all applicable provisions or requirements of the Governmental Immunity Act, Utah Code, Ann. 63G, Chapter 7 et seq.

16. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the understandings between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

SIGNED this ______________ day of ______________, in the year ______________, at ______________, Utah.

Signature of applicant or Legal Guardian (under18) ______________________________

DSU Representative Signature ________________________________________________

Printed name of applicant ____________________________________

Printed name of DSU representative __________________________________________
