

University of San Diego

**Assumption of Risk and Release of Liability
Travel to and in Mexico
READ BEFORE SIGNING**

Activity: _____

Date(s) of Activity: _____

In consideration of my participation in the Activity described above, I agree as follows:

1. Assumption of Risk.

- I hereby acknowledge that I have read the most recent U.S. Department of State Travel Warning for Mexico:
(available at: http://travel.state.gov/travel/cis_pa_tw/tw/tw_5815.html)
and the Consular Information Sheet on Mexico:
(available at: http://travel.state.gov/travel/cis_pa_tw/cis/cis_970.html).
- I understand that it is my responsibility to be aware of and to read any revisions or updates to the Travel Warning that are issued between the date when I sign this Assumption of Risk and Release of Liability (“Release”) and the date of my return from the Activity. I understand the potential risks traveling to and in Mexico at this time as explained in the Travel Warning (and any subsequent revisions or updates) and that the security situation may change during my participation in the Activity.
- I understand that I am solely responsible for my safety. I agree to exercise my best judgment and to follow any advice and safety precautions provided by staff involved with the Activity, but I recognize that the University cannot guarantee my safety. I understand that situations might arise during the Activity that are beyond the reasonable control of the University and that cell phone use may be limited or unavailable during the Activity.
- I understand and acknowledge that my participation in the Activity is entirely voluntary, is not required by the University, and may involve serious risk, including but not limited to risk of property damage, bodily injury, permanent disability, paralysis and death. These risks may result from the participation in the Activity, the acts of others, or the unavailability of emergency medical care or immediate staff response. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation in the Activity.
- I understand that I am free to withdraw from the Activity for security reasons. I understand that if the Activity is part of a Service-Learning requirement for a class, and if I decide to withdraw from the Activity before because of security concerns, I will need to take responsibility to make arrangements with my professor, to make up for the Service-Learning requirement.

2. **Release.** I (for myself, my parents, legal guardians, heirs, executors, administrators and assigns) hereby release, indemnify and hold harmless the University, its trustees, employees, agents and volunteers (collectively “Releasees”) from and against any blame and liability whatsoever for any property damage, property loss, property theft, personal injury, death, claim, or any damage of any kind whatsoever, whether arising from the alleged negligence of the Releasees or otherwise, which may arise out of or relate in any way to my participation in the Activity, to the maximum extent permitted by applicable law. I agree to be solely responsible for any medical, health or personal injury costs relating to my participation in the Activity.
3. **Conduct.** During the Activity, I will abide by the follow standards:
 - I will keep proper identification with me at all times during the Activity and while leaving and returning to the United States (e.g. passport, birth certificate, and government-issued photo identification such as a driver’s license)
 - I will not absent myself from the group participating in the Activity or travel alone.
 - I will dress appropriately and wear protective clothing appropriate for a construction work site (i.e., closed-toe shoes).
 - I will abide by the USD student code of conduct and will refrain from alcohol or drug use while participating in the Activity.
 - I will comply with all applicable laws.
 - I will behave appropriately and will act with courtesy and respect towards others at all times, acknowledging that I am a guest in a foreign country.
 - If I have any questions regarding the Activity or what is expected of me, I will contact the coordinator of the Activity.
4. **Certification.** I am in good physical and mental health and do not have any physical or mental conditions that could affect my ability to participate in the Activity. I am aware that the University does not provide on call medical personnel.
5. **Compliance with Policies.** I have read and agree to comply with all applicable University policies and procedures, including but not limited to those that apply to my participation in the Activity. I understand that permission to participate in the Activity may be suspended, revoked or denied by the University in its sole and complete discretion. If I observe a hazard during my participation in the Activity, I will immediately remove myself from participation and bring the hazard to the attention of a University staff member.
6. **Prerequisite Skills and Training.** I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the Activity. If I have any questions as to what skills, qualifications, physical ability or training are necessary, I will direct such questions to the appropriate University staff member.
7. **No Assumption of Responsibility by University.** I understand that the University does not assume responsibility for any loss, injury or damage to person or property in connection with my participation in the Activity, which results from causes beyond the control of and without fault of the University.

8. **Consent to Emergency Treatment.** I hereby consent to medical treatment in a medical emergency where I am unable at the time to consent to such treatment.
9. **Insurance.** I agree to be solely responsible for any medical expenses or medical transport expense to treat any injury arising out of or related to my participation in the Activity.
10. **Miscellaneous.** The laws of the state of California shall govern the validity, construction and enforceability of this Release, without giving effect to its conflict of law principles. The venue for any dispute relating in any way to this Release shall be in San Diego, California. If any clause or provision of this Release is held to be illegal, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions or parts thereof which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Release are severable

I HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS RELEASE HAVE BEEN MADE.

Name (Printed)

Date

Signature

FOR PARENTS/GUARDIANS OF MINORS (UNDER AGE 18)

I consent to my child's use of or participation in the Activity, and agree to this Release.

Parent/Guardian's Signature

Date

Name (Printed)

Emergency Telephone Number