

**WAIVER AND RELEASE AGREEMENT  
STUDENT FOR CREDIT AT ANOTHER UNIVERSITY**

I, \_\_\_\_\_, am a student at \_\_\_\_\_  
and wish to participate in the Pittsburg State University (“PSU”) \_\_\_\_\_  
Study Abroad program from \_\_\_\_\_  
until \_\_\_\_\_ (“the Program”). In consideration for being permitted to  
participate in the Program, I hereby agree and represent that:

1. I have or will secure health and repatriation insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program. By my signature below, I certify that I have confirmed that my health care coverage will adequately cover me while outside the United States, and hereby release the state of Kansas, PSU, and the employees and agents of either from any responsibility or liability for expenses incurred by me for injuries, illnesses (including death) or repatriation that I may incur because of those injuries, illnesses or repatriation.
2. I understand that, although PSU will attempt to maintain the Program as described in its web sites, publications and brochures, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that neither the state of Kansas nor PSU, or the employees and agents of either, shall be responsible or liable for any expenses or losses that I may sustain because of these changes.
3. I understand that PSU reserves the right to decline to retain me in the Program at any time should my actions or general behavior, in the sole discretion of PSU or its representative in the country, be determined to impede or obstruct the progress of the Program in any way.
4. I understand that, although PSU has made every reasonable effort to assure my safety while participating in the Program that there are unavoidable risks in travel outside the United States, and I hereby release and promise not to sue the state of Kansas, PSU, or the employees and agents of either, for any damages or injury (including death) caused by, deriving from, or associated with my participation in the program, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the employees or agents of PSU.
5. I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of this agreement will remain in full force and effect.
6. I represent that my agreement to the provisions herein wholly voluntary, and further understand that, prior to signing this agreement, I have the right to consult with the adviser, counselor, or attorney of my choice.

7. I agree that, should there be any dispute concerning my participation the Program that would require the adjudication of a court of law, such adjudication will occur in the court of law, such adjudication will occur in the courts of, and be determined by the laws of, the State of Kansas.
8. This agreement represents my complete understanding with PSU concerning PSU's responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with PSU on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.
9. I represent that I am at least eighteen years of age or, if not, that I have secured below the signature of my parent or guardian as well as my own.
10. I understand that I will not be permitted to participate in the program until \_\_\_\_\_ agrees to indemnify and hold harmless PSU from any liability that may result from my participation in the Program.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent or guardian (if required)

\_\_\_\_\_  
Date

UNIVERSITY REQUEST TO ALLOW ITS STUDENT TO  
PARTICIPATE, FOR CREDIT, IN THE PITTSBURG STATE  
UNIVERSITY STUDY ABROAD PROGRAM AND AGREEMENT TO  
RELEASE AND INDEMNIFY

\_\_\_\_\_ (the "University"), hereby requests the permission of Pittsburg State University ("PSU") to allow its student, \_\_\_\_\_ (the "Student"), to participate in PSU's upcoming \_\_\_\_\_ study abroad program (the "Program") from \_\_\_\_\_ until \_\_\_\_\_. The University understands that the Student could suffer property damage or loss, personal injury, or even death as a result of his/her participation in the Program. The University also understands that the Student is under no obligation to participate in the Program, and the University is voluntarily choosing to allow the Student to participate at the University's own risk. The University certifies that the Student is physically and mentally able to participate in the Program. Finally, the University acknowledges that it is benefited by the Student's participation in the Program.

As consideration for this permission, the University hereby waives and releases the state of Kansas, PSU and its Board of Regents, officers, employees, agents, and students from any and all liability for losses, damages, injuries, or costs of any kind that may arise out of or that may in any way be related to the Student's participation in the Program. The University also hereby agrees to hold harmless and indemnify the state of Kansas, PSU and its Board of Regents, officers, employees, agents, students, programs, and entities against any and all damages the Student may incur as the result of his/her participation in the Program. **The University understands that this agreement means, among other things, that it is giving up its right to sue the aforementioned released parties, or bring them into a lawsuit brought against the University by the Student as the result of his/her participation in the Program and that the University is assuming all risks associated with the Student's participation in the Program.**

This Agreement is entered into in the state of Kansas, county of Crawford, and shall be governed by the laws of the state of Kansas. Should there be any dispute concerning this Agreement that would require the adjudication of a court of law, such adjudication will occur in the courts of the state of Kansas and venue shall be in the county of Crawford.

The University certifies that it has read this agreement, understands it, had the opportunity to have it reviewed by legal council, and that the party below has authority to bind the University to this Agreement.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME : \_\_\_\_\_

TITLE: \_\_\_\_\_