

**WAIVER AND RELEASE AGREEMENT
MEMBER OF THE PUBLIC AT LARGE**

I, _____, a member of the public at large, 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 overseas, 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.

Name

Date

Signature of parent or guardian (if required)

Date

