**Waiver, Release, Covenant Not to Sue, and Indemnification Agreement**

**for non-du persons accompanying faculty/staff abroad**

I ­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have voluntarily chosen to participate in one of Dominican University’s (“the University”) international study abroad programs to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Program”).  I understand and acknowledge that my participation in the Program is wholly voluntary and may expose me to significant risks, including but not limited to acts of terrorism, war, serious bodily injury or death, property damage, and other risks associated with participation in the Program that may or may not be foreseeable.  In consideration for being allowed to participate in the Program, I hereby agree as follows:

         1)            I, individually and on behalf of my heirs, successors, assigns, and personal representatives, hereby waive, release, covenant not to sue, and forever discharge the University, its trustees, officers, employees, agents, and assigns (in their official and individual capacities) from any and all liability, loss, damage or injury (including death), claims, demands, actions, causes of action, judgments, damages, expenses, and costs (including attorney’s fees) whatsoever that may be sustained by me, or to any property belonging to me, whether arising from claims of negligence, gross negligence, or any other cause, or for which I may be liable to any other person, arising out of, or in any way associated with or related to, my participation in any aspect of the Program, my travel to and from the Program, or any related or independent travel in connection with the Program, irrespective of whether the activity is sponsored or supervised by the University.

         2)            I, individually and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless the University, its trustees, officers, employees, agents, and assigns (in their official and individual capacities) from any and all liability, loss, damage or injury (including death), claims, demands, actions, causes of action, judgments, damages, expenses, and costs (including attorney’s fees), whether arising from claims of negligence, gross negligence, or any other cause, arising out of, or in any way associated with or related to, my participation in any aspect of the Program, my travel to and from the Program, or any related or independent travel in connection with the Program, irrespective of whether the activity is sponsored or supervised by the University.

         3)            I agree that this Waiver, Release, Covenant Not to Sue, and Indemnification Agreement shall be construed under the laws of the State of Illinois, U.S.A., without regard to conflict of laws principles, and that if any portion hereof is held invalid, the balance hereof shall continue in full legal force and effect to the maximum extent permitted by Illinois law.

**I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                        Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_