

Texas Lutheran University
Center for Professional Development
2009 Advanced Placement® Summer Institute in Mexico

PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY

This agreement is between me (the undersigned participant or companion of a participant) and Texas Lutheran University (TLU).

I have voluntarily enrolled in the Advanced Placement Summer Institute (APSI) in Taxco and Mexico City, Mexico, knowing that it includes travel outside of the United States of America to Mexico. Both TLU and I hereby agree as follows:

1. I understand and am aware that my participation in the APSI in Mexico may expose me to certain risks and dangers, including but not limited to, injury or death from the hazards of travel by various means of conveyance; the hazards of politically unstable areas; the dangers of civil disturbances; the forces of nature; acts or omissions of TLU, and/or their respective agents, employees, officers, directors, associates, affiliated companies, subcontractors, or cooperating agencies or organizations; and accidents or illness in places without access to medical facilities, transportation, and/or means of rapid evacuation or assistance. I agree that TLU has no duty to warn me of or protect me from any such hazard.
2. I expressly and voluntarily assume all risk of injury, illness, death, and property damage or loss that may result from my participation in the APSI in Mexico and/or my use of goods and services in connection with my participation in the APSI in Mexico.
3. In consideration for being permitted to participate in the APSI in Mexico, I hereby **RELEASE AND DISCHARGE** TLU and its respective agents, employees, officers, directors, associates, affiliated companies, subcontractors, or cooperating agencies and organizations ("the Released Parties") from any and all liability for injury, illness, death or property damage or loss arising out of the arrangement or provision of transportation, housing, dining or other goods and services, or arising out of any other activity incident to my participation in the program.
4. I agree not to sue or make claim against the Released Parties for injury, illness, death, damage or loss sustained as a result of participation in the Program or the use of the goods and services in connection with my participation in the Program. I will indemnify and hold harmless the Released Parties from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action relating to my participation in the Program.
5. I agree that any travel before or after the official program dates abroad will be at my own responsibility, risk, and volition.
6. Any damages that I may cause to any property in the foreign country are my responsibility. Further, I agree to reimburse TLU, its agents, and employees for any and all claims and costs arising directly or indirectly out of any of my activities, acts, or omissions while enrolled in the program.
7. I understand that if I violate the laws and regulations of Mexico, Texas Lutheran University may not be held liable for such conduct and reserves the right (to be exercised by the TLU liaison in Mexico) to terminate my participation in the program and return me to the United States at my cost without remission of any unused portion of fees paid. I understand that if I should confront a legal problem, Texas Lutheran University cannot officially represent me or my legal interests in dealing with a foreign legal system; nor can the University assume any direct responsibility for the actions of foreign government.
8. I understand that TLU may notify the person or persons that I have listed as an emergency contact in the event that I become seriously ill or am involved in an emergency situation during the APSI in Mexico. In the event that I am unable to make my own medical decisions, I authorize the TLU representative to make medical decisions on my behalf.

9. Should any of the provisions of this Agreement and Release, or portions thereof, be found to be invalid by any court of competent jurisdiction, the remainder of this Agreement and Release shall nonetheless remain in full force and effect. This Agreement and Release shall be governed by the laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement and Release shall lie, in Guadalupe County, Texas.

10. This agreement will be retained as a part of my file in the Center for Professional Development.

**I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS.
I SIGN IT OF MY OWN FREE WILL.**

PARTICIPANT

Participant's printed name _____

Participant's signature

Date

TLU ADVANCED PLACEMENT SUMMER INSTITUTE IN MEXICO

TLU Representative: Rosemary Dawson, Director – Center for Professional Development

Signature

Date

Please return this Agreement and Release of Liability form to

**Texas Lutheran University
Center for Professional Development
1000 W. Court St
Seguin, TX 78155**