



Assumption of Risk, Release and Indemnity Agreement

International Travel Studies Institute Study Abroad

2019 Program

After reading, please
initial each page _____.

PART 1: APPLICANT INFORMATION

Legal Name _____
Last First Middle

Current Mailing Address (street, apt. #, city, state, & zip code)

NOTE: Placement notice & program documents will be sent to this address.

Home phone (____) _____ - _____

Cell phone (____) _____ - _____

Email Address _____@_____

Applicant's birth date ____/____/____ (mm/dd/yyyy)

PARENT OR LEGAL GUARDIAN

Legal Name _____
Last First Middle

Relationship to Applicant: Father Mother Guardian Other _____

Current Mailing Address (street, apt. #, city, state, & zip code)

Home phone (____) _____ - _____

Cell phone (____) _____ - _____

Email Address _____@_____

PART 2: ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

This document is a legally binding agreement to be signed by the student and the student's parent/guardian before a notary public. Before signing this document, you are advised to fully familiarize yourself with the International Travel Studies Institute Study Abroad Program and its rules, policies, standards, and regulations.

1. Parties. The parties to this Assumption of Risk, Release and Indemnity Agreement ("Agreement") are:
 - A. International Travel Studies Institute (DBA Equity Life Foundation), a non-profit corporation and educational institution, and its affiliates, including Equity United, related entities, subsidiaries, predecessors and assigns and all of its past, present, and future officers and directors, including its Board of Trustees and each of the Board's members, employees, agents, representatives, volunteers, and donors and their respective heirs and legal representatives. These parties are sometimes hereinafter collectively referred to as "ITSI."
 - B. The student applicant, an individual and his or her parents, guardians, respective heirs and legal representatives. These parties are sometimes hereinafter referred to as "Student" or "we."
2. General. As used in this Agreement, the word "Program" shall mean the International Travel Studies Institute Summer Study Abroad Program.
The words "Program terms" shall mean all policies, terms, conditions, rules and regulations, whether written or unwritten, associated with the Program. These Program terms may be changed, modified, or newly made at any time, including after the signing of this Agreement.
By signing this Agreement, we acknowledge that we have read, understood and agreed to be bound by all Program terms. We also agree that depending upon the circumstances, the actions of ITSU may vary from the Program terms, and we agreed to such variances.
3. Hazards and Risks. We understand that through participating in the Program there are serious hazards and risks of loss of personal property, of personal injury, of illness, or of death arising from the Student's actions, the actions of others, or events beyond the Student's control or the control of ITSU. We expressly acknowledge that we have read and understand the present U.S. Department of State Travel Warning with respect to Israel, the West Bank and Gaza; and Jordan. The most recent Travel Warnings are set forth below as follows:

After reading, please
initial each page _____.

ISRAEL, THE WEST BANK AND GAZA TRAVEL WARNING

From <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/israel-west-bank-and-gaza-travel-advisory.html>

Site last visited December 15, 2018

Israel, the West Bank and Gaza are considered a Level 2 Travel Advisory: "Level 2 - Exercise Increased Caution: Be aware of heightened risks to safety and security. The Department of State provides additional advice for travelers in these areas in the Travel Advisory. Conditions in any country may change at any time." The following is the last specific Travel Advisory issued by the U.S. Department of State as of January 10, 2018:

Exercise increased caution in Israel due to **terrorism**. Some areas have increased risk. Read the entire Travel Advisory.

Do not travel to:

- Gaza due to **terrorism, civil unrest, and armed conflict**. [The International Travel Studies Institute programs do not travel to Gaza.]

Reconsider travel to:

- The West Bank due to **terrorism, potentially violent civil unrest, and the potential for armed conflict**. Terrorist groups and lone-wolf terrorists continue plotting possible attacks in Israel, the West Bank, and Gaza. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, and local government facilities. Violence can occur in Jerusalem and the West Bank without warning.

Jerusalem: Violent clashes and terror attacks have occurred throughout the city, including in the Old City. Acts of terrorism have resulted in death and injury to bystanders, including U.S. citizens. During periods of unrest, the Government of Israel may restrict access to and within portions of Jerusalem.

The U.S. government is unable to provide emergency services to **U.S. citizens in Gaza** as U.S. government employees are prohibited from traveling there.

U.S. government personnel can travel freely throughout Israel, except throughout the West Bank and for areas close to the borders with Gaza, Syria, Lebanon, and Egypt. Additionally, portions of Jerusalem are occasionally placed off limits.

Read the Safety and Security section on the [country information page](#). If you decide to travel to the areas covered in this document:

- Check the most recent Alerts at the [Embassy](#) and [Consulate General](#) websites for the latest information on travel in all of these areas.
- Maintain a high degree of situational awareness and exercise caution at all times, especially at checkpoints and other areas with a significant presence of security forces.
- Avoid demonstrations and crowds.
- Beware of and report to local police unattended items or packages.
- Follow the instructions of security and emergency response officials.
- Report suspicious activities or items to local police.
- Learn the location of the nearest bomb or other hardened shelter.
- Obtain comprehensive travel medical insurance that includes medical evacuation.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#) and [Twitter](#).
- Review the [Crime and Safety Report](#) for Israel, the West Bank, and Gaza.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the [Traveler's Checklist](#).

Gaza [ITSI does not travel to Gaza]

Hamas, a U.S. government-designated foreign terrorist organization, controls security in Gaza. The security environment within Gaza and on its borders is dangerous and volatile.

Demonstrations occur on a frequent basis and may turn violent without warning.

Sporadic mortar or rocket fire and corresponding Israeli military responses may occur at any time.

U.S. government employees are not allowed to travel to Gaza and are restricted from traveling close to the Gaza border areas. Visit our website for [Travel to High Risk Areas](#).

The West Bank

Terror attacks and violent clashes in the West Bank have resulted in the deaths and injury of U.S. citizens and others. During periods of unrest, the Government of Israel may restrict access to and within the West Bank, and some areas may be placed under curfew. Visit our website for [Travel to High Risk Areas](#).

Restrictions on U.S. Government Employee Travel [Restrictions for U.S. Government employees do not apply to normal tourists, although ITSI takes special notice and avoids unnecessary risks.]

- U.S. government official travel into the West Bank is conducted only with enhanced security measures. U.S. government

After reading, please
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employees are largely restricted from most personal travel in the West Bank, though portions of the West Bank are occasionally authorized for personal travel, depending on the security environment.

- U.S. government personnel take additional security precautions when visiting refugee camps and “seam areas” where Israelis and Palestinians are in proximity to each other, and which have historically been flashpoints for violence. For example, sites with significant religious meaning to multiple faiths can be subject to violent protests or security incidents with little or no warning, especially during or around significant religious holidays.
- The U.S. government occasionally restricts travel for its employees to Jerusalem’s Old City based on the security environment. U.S. government employees are prohibited from personal travel into Jerusalem’s Old City on Fridays during the Muslim month of Ramadan.
- U.S. government employees are prohibited from using public buses and public bus terminals throughout the area covered in this advisory.
- U.S. government employees must observe additional security requirements if traveling for any reason to the following locations:
 - Within 7 miles of the Gaza demarcation line;
 - Within 1.5 miles of the Lebanon border;
 - East of Route 98 in the Golan; and
 - Within 1.5 miles of the Egypt border along the Sinai (including all portions of Route 10 and portions of Route 12).

JORDAN TRAVEL WARNING

From <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/jordan-travel-advisory.html>

Site visited December 15, 2018

Jordan is considered a Level 2 Travel Advisory: “Level 2 - Exercise Increased Caution: Be aware of heightened risks to safety and security. The Department of State provides additional advice for travelers in these areas in the Travel Advisory. Conditions in any country may change at any time.” The following is the last specific Travel Advisory issued by the U.S. Department of State as of December 12, 2018:

Exercise increased caution in Jordan due to **terrorism**. Some areas have increased risk. Read the entire Travel Advisory.

Do not travel to:

- The border with Syria and Iraq due to **terrorism and armed conflict**.
Terrorist groups continue to plot possible attacks in Jordan. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, and local government facilities. Read the Safety and Security section on the [country information page](#).

If you decide to travel to Jordan:

- Monitor local media for breaking events and adjust your plans based on new information.
- Avoid demonstrations and protests.
- Be aware of your surroundings.
- Stay alert in locations frequented by Westerners.
- Obtain comprehensive medical insurance that includes medical evacuation.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#) and [Twitter](#).
- Review the [Crime and Safety Report](#) for Jordan.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the [Traveler’s Checklist](#).

The Border with Syria and Iraq

Travelers should avoid Jordan's border with Syria and Iraq given the continued threat of cross-border violence, including the risk of terrorist attacks. All U.S. government personnel on official travel must receive prior permission to visit any area within 10 km of the Jordan-Syria border, except the tourist site of Umm Qais or the city of Irbid. U.S. government personnel must also have permission for official travel on Highway 10 east of the town of Ruwayshid toward the Iraq border, or for official visits to refugee camps anywhere in Jordan. Personal travel by U.S. government employees to the border areas or refugee camps is not permitted.

Protests

Both planned and impromptu protests may occur throughout Jordan. Avoid demonstrations and follow the guidance of local authorities. Visit the website for [High-Risk Travelers](#).

After reading, please
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We understand that this Travel Warning is subject to change at any time by the United States Department of State and we agree that this Agreement will remain in full force and effect in the event of any changes to the Travel Warning. We assume all risks associated with travel to Israel whether or not mentioned in any travel warning or otherwise in this document. If we are not United States citizens or residents, we acknowledge that ITSI has advised us to check any travel warnings issued by our own country.

We acknowledge that we have read and understood this Travel Warning for "Israel, the West Bank and Gaza", and the "Safety and Security" statement for the Hashemite Kingdom of Jordan. We have decided that the Student will participate in the Program. We accept all risks associated with the heightened dangers of such travel. In addition, we understand that participation in the Program will include living and traveling through areas where there is a constant risk of violent clashes, confrontations, and acts of terrorism; that these areas have a heightened threat of terrorist incidences; and that for these reasons ITSI cannot guarantee the safety of the Student in participating in the Program. The Student also acknowledges to have been fully briefed and informed by ITSI as to the nature of the Program, the field logistics involved in implementing the Program, and the specific hazards and risks associated with participation in the Program.

4. Conduct. The Student agrees that throughout the Program, the Student will at all times and in all places act in accordance with applicable statutes, ordinances, and laws and applicable ITSI rules, policies and regulations including but not limited to ITSI's Program Standards and Policies and the specific applicable Program rules. Student acknowledges that violation of any law, rule, regulation, or instruction of ITSI personnel or of any lawful authority is grounds for immediate dismissal from the Program. Student further agrees that ITSI supervisory personnel shall have the right to terminate the Student's participation in the Program if it is determined that the Student's conduct violates any law or rule or if, in the sole discretion of the supervisor, the supervisor determines that the Student's actions are detrimental to or are in conflict with the Program aims and objectives or are out of harmony with the best interests of the Program. In such an event, the Student shall return home at Student's own expense. In the event the Student is required to return home, the Student agrees no money paid for or in connection with the Program will be refunded.
5. Assumption of Risk, Release and Indemnification. The term "claims" used in this Agreement shall mean any and all claims and liability of any kind whatsoever, past, present and future, both known and unknown, including attorney fees and costs of litigation and including those which have not yet arisen or matured, whether in law or in equity, arising from, related to, or in connection with the Program, Student's participation in the Program, travel to, from, during, before and after the Program (including personal travel), Student's use of free time during the Program, any medical treatment or testing (including without limitation blood tests), or vaccination Student may or may not receive, any discipline Student may receive during or after the Program, Student's departure, withdrawal, dismissal or other removal from the Program, any changes in the Program, any communication or notices or lack thereof before, during, or after the Program, any anti-discrimination laws and regulations of any jurisdiction, any delay, property damage, loss or theft, any hostile act, government act or omission, terrorism, social unrest, local laws, climatic conditions, or other conditions, developments, or disruptions, any bodily, emotional or mental injury, illness, disease, or death, and all other claims, liability, damage, cost, loss, or expense of any nature whatsoever, including but not limited to, claims for negligence or any intentional act on the part of ITSI or any other person or entity.

In consideration of Student's acceptance to participate in the Program, and by signing, we for ourselves, individually and jointly, hereby agree to:

- A. Voluntarily assume full responsibility for all hazards and risks associated with participation in the Program; and
- B. Release, waive and discharge ITSI from any and all claims; and
- C. Covenant not to sue ITSI with respect to any and all claims; and
- D. Indemnify, defend and hold harmless ITSI from any and all claims.

We further agree that this language of assumption of risk, release and indemnification shall be interpreted as broadly as possible in favor of ITSI.

6. Medical Consent. We certify that Student is fully able to participate in all program activities without the need of specialized or individualized attention, accommodation or medical regimen. In the event of any medical emergency either physical or emotional, we hereby grant to ITSI or any of its representatives of the Program the full authority to take any action deemed necessary to protect the Student's emotional and physical health and safety at the Student's own expense, including but not limited to, placing the Student under the care of a doctor or in a hospital or any other place for medical examination and/or treatment, or returning the Student to the United States or the Student's country of origin at Student's own expense, if such return is deemed necessary after consultation with medical authorities. In the event the Student is returned to the United States or country of origin, the Student shall not recover any money paid in connection with the Program. The Student further agrees ITSI is not required to take any such actions if it is not aware of any emergency or in its discretion

determines no emergency warrants action. We expressly authorize ITSI to request, receive, and disclose, among ITSI personnel and third parties, confidential Student medical information in connection with the diagnosis and treatment of the Student.

7. Governing Law/Jurisdiction. We agree that this Agreement and any and all issues relating to it or the Program are to be solely and exclusively governed by and construed in accordance with laws of the State of Utah without giving effect to principles of conflicts of law. We agree that the state or federal courts located in the State of Utah shall have exclusive jurisdiction to determine disputes arising from, related to, in connection with or in any way involving this Program or this Agreement, and we consent to the exercise by such court of personal jurisdiction over us and waive and agree not to assert any objection or defense based on lack of personal or subject matter jurisdiction or venue. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms of this Agreement shall remain unimpaired and in full force and effect.
8. Publicity. We irrevocably grant to ITSI the right to photograph, film, videotape, audio tape, or otherwise record, by any and all methods now or hereafter known, the Student's or parent's/guardian's image, voice and/or likeness and to use any photograph, image or likeness in which the Student or parent/guardian may appear or any utterance or statements Student or parent/guardian may make, or any portion thereof, in any and all media, including the Internet, any number of times, in any and all manners, and by any and all means now or hereafter known, for promotional and other purposes without approval by or compensation to the Student or parent/guardian. We agree that any photograph, image, likeness, utterance, or statement shall be ITSI's sole and exclusive property. We release ITSI from any and all liability in connection with the use of such photograph, image, likeness, utterance or statement.
9. Non-Program Activities. We understand that from time to time Student may be allowed to travel separately from the ITSI group on weekends or at other times when it will not interfere with required Program activities and group field trip travel; that this travel will be at Student's own initiative and expense; that it must be with small groups of other Students; and that it must be in areas authorized by the Director of ITSI within Israel, and Jordan, and Europe (on Student's return trip) independent of the Program sponsored by ITSI. We acknowledge that this additional travel will not be directly supervised by ITSI, although Students traveling on their own, except immediately in and around the Sea of Galilee or Jerusalem, must obtain prior permission from the Managing Director of ITSI. All such travel, with the exception of travel in Europe, must be in a group of at least three individuals. We therefore acknowledge that the assumption of risk, release and indemnification provisions contained in paragraph 5 of this Agreement are applicable to such travel which is independent of the Program.
10. Entire Agreement. This Agreement is the only, sole, entire and complete agreement between ITSI, the Student and Student's parent/guardian relating in any way to the Program. No other statements, promises or representations regarding the subject matter of this Agreement have been made by ITSI to Student or parent/guardian or relied upon by Student or parent/guardian other than as expressly provided in this Agreement. This Agreement supersedes any earlier written or oral understandings or agreements between ITSI and the Student or parent/guardian related to the subject matter hereof.
11. Knowing and Voluntary Assent. Student and parent/guardian specifically affirm that they have carefully read this ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT, understand its content, and voluntarily agree to all of its terms and conditions. Student expressly represents to ITSI that Student is currently 18 years of age or older.

PART 3: ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT SIGNED AND NOTARIZED

Please note that both student and parent/guardian must sign the agreement in the presence of a notary (regardless of student age or independence). Original signatures are required, and forms can be submitted on separate pages if needed.

STUDENT APPLICANT:

Student Signature

Student Printed Name

Student Address Street, Apartment #

Student Address City, State, & Zip Code

State of _____)
County of _____)
Subscribed and sworn before me on this
____ day of _____, in the year _____.
Day Month Year

Notary: _____

Seal:

PARENT/GUARDIAN: I, the undersigned parent/guardian, have read and understand the above Agreement, understand the potential dangers incident to the Student engaging in this Program, am fully aware of the legal consequences of this Agreement, agree to its terms, and understand I am releasing and waiving certain rights and assuming the risk of injury and damage to Student resulting from Student's participation in the Program.

Parent/Guardian Signature

Parent/Guardian Printed Name

Parent/Guardian Address Street, Apartment #

Parent/Guardian Address City, State, & Zip Code

State of _____) County of _____)
Subscribed and sworn before me on this ____ day of _____, in the year _____.
Day Month Year

Notary: _____

Seal:



Bring or Send Application Materials to:
International Travel Studies Institute
285 East 1910 South
Orem, Utah 84058
801-636-8593
travelstudiesinstitute@gmail.com