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## **TRAVEL WAIVER**

### **GENERAL RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

For the purposes of this document, "Dramatic Adventure Theatre" will hereafter be referred to as "DAT".

Project Title: \_\_\_\_\_

Destination(s): \_\_\_\_\_

I have chosen to travel to \_\_\_\_\_ (destination) from \_\_\_\_\_ (starting date) through \_\_\_\_\_ (ending date) to participate in \_\_\_\_\_ (project title). I understand and hereby acknowledge that my participation in this trip and production is wholly voluntary. I agree to the following:

**1) Risks of Travel Abroad.** I understand that participation in the trip to \_\_\_\_\_ involves risk, hazards, and dangers not commonly found in New York. I am aware of, understand, acknowledge, appreciate that these risks, dangers, and hazards involve traveling to and within, and returning from, one or more foreign countries, including risks of air travel and all other types of transportation that could result in damage to property, injury to persons, or death; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances; and local sanitation, medical, and weather conditions. I am aware of, understand, acknowledge, and appreciate the risks, hazards, and dangers of travel to, in and around \_\_\_\_\_, including but not limited to the dangers to my own health and personal safety, including loss of property, personal injury, or death posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, and/or violence. Applicable current travel advisories issued by the U. S. Department of State and the Center for Disease Control information materials either have been received or Internet site addresses provided to me. Further, I have made my own investigation and I am willing to accept these risks, hazards, and dangers.

### **2) Health and Safety.**

a) . I understand and acknowledge that serious accidents sometimes occur during activities such as this, and that some medical conditions may be exacerbated or aggravated, and that participants occasionally sustain mortal or serious personal injuries and/or property damage as a consequence thereof, and that my participation could result in loss of or damage to my property, serious injury to my body or to others, and/or my death. I hereby represent and warrant that I am and will be covered throughout my trip by a policy of comprehensive health and accident insurance, which provides comprehensive health and accident insurance policy for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country that I will be living and/or traveling while on the Program, as well as emergency evacuation and repatriation of remains insurance.

b) I hereby represent and warrant that my health insurance policy will adequately cover me while outside the United States.

c) I acknowledge and recognize that the DAT is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during my participation in the Program, DAT is not responsible for

the cost or quality of such treatment or care. DAT may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release DAT from any liability for such actions.

### 3) Participant's Responsibility.

a) I understand and acknowledge that DAT does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizers, or other provider of good or services.

b) I understand and acknowledge that DAT assumes no responsibility or liability, in whole or in part, for: any delays, delayed or changed departure or arrival times; fair changes, dishonors of hotel, airline or vehicle rental reservation, misses carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of DAT, force majeure, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost property; bankruptcies or airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature whatsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond DAT's control, with or without notice; or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, DAT will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely.

4) **Independent Activity.** I hereby represent and warrant that my participation in this trip is wholly voluntary. I understand and hereby acknowledge that I may face additional and/or increased risk of injury or death due to civil unrest, violence, terrorism, crime, illnesses, kidnapping, or political instability. I hereby assume, knowingly and voluntarily, each of these risks and all other risks that could arise out of or occur during my travel to, from, in or around\_\_\_\_\_.

### 5) Standard of Conduct.

a) I understand and acknowledge that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior, which violates those laws or standards, could harm DAT's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed and will abide by, all such laws and standards for each country to or through which I travel. I will attend to any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel. DAT is not responsible for providing any assistance under such circumstances.

6) **Assumption of Risk and Release of Claims.** Knowing the risks, dangers, and hazards described above, and in consideration of being permitted to participate in the project, I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in the project. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge DAT and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever, which arise as a result of negligence on the part of DAT, for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees which arise out of, result from, occur during or are connected in any manner with my trip to \_\_\_\_\_.

7) **Indemnification and Hold Harmless.** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless DAT and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that may result from my negligent or intentional act or omission, which arise out of, occur during, or are in any way connected with my trip to \_\_\_\_\_, including any independent travel or any activities or field trips.

I agree that this TRAVEL WAIVER (GENERAL RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT) is to be construed and governed under the laws of New York State, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I signed it knowingly and voluntarily.

It is further understood that remoteness of the area, local customs and prevailing weather conditions may cause modification to the program itinerary and DAT reserves the right to modify and/or cancel travel arrangements due to unfavorable conditions. DAT also reserves the right to deny any applicant for any reason whatsoever

MY SIGNATURE INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I AGREE TO EVERYTHING STATED IN IT. FURTHER, NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE FOREGOING WRITTEN STATEMENT, HAVE BEEN MADE. MY SIGNATURE ALSO INDICATES THAT I AM AWARE OF ANY SPECIAL RISKS, DANGERS, AND HAZARDS INVOLVED IN THE PROGRAM.

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Project Title

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Participant's Name (printed)

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Date

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Participant's Name (signature)

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Date

*If Applicant is under 18 years of age:*

I am the parent or legal guardian of the above Applicant, I have read and understood the foregoing Agreement and Release Form (including such parts as may subject me to personal financial responsibility), I am and will be legally responsible for the obligations and acts of the Applicant as described in this Agreement and Waiver of Liability and Release Form, and I agree, for myself and for the Applicant, to be bound by its terms.

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Parent or Legal Guardian (printed)

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Date

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Parent or Legal Guardian (signature)

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Date