

TRAVEL CODE OF CONDUCT AND ASSUMPTION OF RISK, RELEASE, AND WAVIER OF LIABILITY AGREEMENT

In consideration of the services provided by Missouri Southern State University, its board, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (collectively referred to as "UNIVERSITY") in conjunction with the _____ ("Event"), I hereby agree to release, hold harmless, and discharge UNIVERSITY, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

1. I understand that the UNIVERSITY expects all students who are traveling in conjunction with the Event to conduct themselves in a manner that will encourage public confidence and overall respect for the UNIVERSITY.
2. I understand that the Standards for Conduct, including the policies for sexual misconduct and substance abuse, as set out in the UNIVERSITY's Student Handbook is in full effect for the entirety of my travel to/from and participation in the Event. I acknowledge that I have received a copy of the Student Handbook. I further understand that failure to adhere to any law (including alcohol laws), regulation, or policy may result in discipline, up to and including dismissal from the UNIVERSITY. If I am traveling in conjunction with a student organization, I understand that failure to adhere to any law, regulation, or policy may result in sanctions to the organization, up to and including dissolution of the organization.
3. In addition to the Standards for Conduct and other UNIVERSITY policies, I understand that the UNIVERSITY places the following restrictions on travel:
 - (i) Alcoholic beverages are prohibited in UNIVERSITY vehicles or in rental vehicles utilized for University travel;
 - (ii) Traffic violations while driving any vehicle during the Event will be the driver's sole responsibility;
 - (iii) Participants are expected to attend all scheduled meetings, workshops, and other Event programs. Unexcused absences may result in the student having to repay all travel expenditures made by UNIVERSITY on the student's behalf as well as a failing grade when applicable.
 - (iv) Participants must be prompt and prepared for all meetings and sessions associated with the Event, including attire appropriate for the circumstances.
4. I acknowledge that my participation in the Event entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. I expressly agree and promise to accept and assume all of the risks existing in this Event, including travel to and from the Event as well as overnight stay associated with the Event. My participation in the Event is purely voluntary, and I elect to participate despite the risks. I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in the Event, with the understanding that the cost of any such treatment will be solely my responsibility.
6. **I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against UNIVERSITY that relate in any way to any activity I undertake in conjunction with the Event, including transportation to and from the Event.**

7. Should UNIVERSITY or anyone acting on its behalf, be required to incur attorney's fees and/or costs to enforce this Agreement or defend against claims related to my actions or inactions, I agree to indemnify, defend, and hold them harmless for all such fees and costs.
8. I understand that UNIVERSITY does not maintain an insurance policy that would provide coverage in the event that I am injured during the Event or cause any injury during the Event. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Event, or else I agree to bear the costs of such injury or damage myself.
9. I understand that UNIVERSITY may photograph, film, and/or record ("Medium") my participation in the Event. I authorize UNIVERSITY to use Medium and my likeness in conjunction with any UNIVERSITY marketing and/or promotional materials, including, but not limited to, social media accounts. I understand that I will not be compensated in any way for such use.

In the event that I file a lawsuit against UNIVERSITY, I agree to do so solely in the State of Missouri, and I further agree that the substantive law of Missouri shall apply without regard to conflict of law rules. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement.

I further certify that I have read and understood it, and I agree to be bound by its terms.

I further acknowledge that this document contains a negligence waiver and indemnification provisions.

Signature of Participant: _____ Print Name: _____

Date of Birth: _____

Address: _____

Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S WAIVER

(Must be completed by all parents and guardians for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted to participate in the Event, I agree that my child's participation in the Event is to be bound by the terms of this Agreement and further agree to waive any and all claims of negligence against UNIVERSITY which are brought by, or on behalf of Minor, and which are in any way connected with the Event, including transportation to and from the Event.

Parent or Guardian: _____ Print Name: _____

Date: _____

Parent or Guardian: _____ Print Name: _____

Date: _____