



# Cornell **CAU** Education Vacations

Please complete this form and return it via email to [cauinfo@cornell.edu](mailto:cauinfo@cornell.edu)

## **Travel Assumption of Risk, General Release, and Indemnification Agreement**

*This is a release of legal rights – please read carefully and understand before signing*

By signing below, I acknowledge that I have voluntarily agreed to participate in a travel experience, New Paltz, NY: The 2022 Election (the “Tour”) offered by Cornell University (“Cornell”). I am aware that Cornell University (“Cornell”) contracts with certain third-party contractors (each, a “Third-Party Contractor”) to conduct, operate, provide services during, and/or manage portions of the Tour. Each Third-Party Contractor contracted by Cornell’s Adult University (“CAU”) has been selected on the basis of experience in the travel industry and history of providing safe and gratifying tours for prior CAU participants. Even though CAU will use its best efforts to provide opportunities for educational enrichment during the Tour in a safe environment, I acknowledge that I am responsible for making my own safety decisions relating to the Tour and otherwise, and I agree to be bound by each of the following terms and conditions below:

### **1. Assumption of Risks**

I am aware that it is my personal decision to travel, and I am doing so voluntarily, with full knowledge of the applicable travel recommendations, restrictions, regulations and risks with regard to travel generally, and as it relates to the COVID-19 pandemic. I understand that by electing to participate in this Tour, I do so at my own risk, and I agree to accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Tour.

#### **A. Risks of Activities**

I understand that there are certain dangers, hazards, and risks inherent with travel and in the activities included in the Tour, including but not limited to, weather, strikes, acts of God, war, quarantine, disease, civil unrest, or terrorism. I understand that my participation in the Tour may involve risk of injury and loss, both to person and to property, and, I may be subjected to potential risks, including illnesses, injuries, permanent disability, and even death. In addition, I understand that medical treatments, such as vaccines, may be required before traveling to some destinations, partaking in the Tour, and/or participating in certain Tour activities, and it is my responsibility to consult a physician and the Center for Disease Control regarding immunizations or other precautions to protect against travel related illness. I recognize that while a Third-Party Contractor or CAU staff representative may assist me with obtaining medical care in event of an illness or emergency, neither a Third-Party Contractor nor Cornell is responsible or liable for my care.

I recognize that Cornell is not in the position to evaluate, and therefore cannot evaluate, whether the Tour will take place in a safe and secure environment. These are judgments that I recognize I must independently make, and I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly.

In addition to the above risks, I have been warned of possible travel industry bankruptcies and medical and climatic disruptions, as well as the possibility that I may be unable to travel as scheduled because of personal emergency. I understand that specific Third-Party Contractor, national, state, local and/or municipal health and safety protocols will apply to my Tour. I have reviewed all applicable protocols and Tour terms and conditions provided, including terms and conditions regarding cancellations, refunds, health and safety, vaccination, and insurance, prior to finalizing my reservation. I understand and acknowledge that Cornell is not responsible for changes to my Tour or for losses, expenses, damages, or injuries resulting from my Tour or travel incidents related thereto.

## **B. Risks Associated with the COVID-19 Pandemic**

I understand that, because of the COVID-19 pandemic, local and state governments may be enacting border, travel, and stay-at-home restrictions; and that the trajectory of the COVID-19 virus at the local, national, and international levels is unpredictable. Moreover, local health care systems in many areas of the United States either are overwhelmed or are at risk of becoming overwhelmed by COVID-19 cases. I further understand that travel can increase my chances of getting and spreading COVID-19, and that my participation in this Tour means I may be subjected to potential risks, illnesses, injuries, and even death as a result either of contracting COVID-19 or of any actions or omissions of governments, private entities, or other parties with respect to COVID-19. I acknowledge that I have read the health and safety guidelines Cornell posted online that apply to my Tour (<https://sce.cornell.edu/travel/about/covid-us>). I responded accurately to any questions posed to me regarding the health and safety guidelines (including those relating to the COVID-19 vaccine), and that it is my responsibility to follow and abide by these guidelines at all times during my Tour. I have reviewed and understand the Center for Disease Control and Prevention's travel advisories (<https://wwwnc.cdc.gov/travel/destinations/list/>) for my destination(s), if any, and any additional pertinent information available from the World Health Organization website (<https://www.who.int/>) and local health authorities. With full knowledge of this information, I have made my own investigation of the risks associated with this Tour, understand these risks, and assume them knowingly and willingly.

## **2. Responsibility for Health and Accident Insurance**

I have been advised and understand that Cornell does not provide insurance coverage or indemnification for any accident, injury, illness, damage, loss, expense or mishap suffered by any travel participant in connection with my Tour or travel arrangements. I further understand that, during my Tour or any travel incident thereto, I will not have access to Cornell travel services or support including, but not limited to, Cornell's travel medical insurance, and that I have been advised to obtain appropriate insurance coverage against these risks on my own, at a level with which I am comfortable.

## **3. Tour Arrangements, Cancellations & Refunds**

I understand that Cornell does not represent or act as an agent for, and cannot control the acts or omissions of, any Third-Party Contractor, such as a transportation carrier, hotel, or other providers of food, goods, or services involved in the Tour. I understand that Cornell is not responsible for matters that are beyond its control, and that it cannot warrant the safety or convenience of the circumstances under which I will be traveling.

I understand that I am subject to the cancellation and refund policies set by Cornell and provided online for the Tour in which I am enrolled, and I have carefully read such policies prior to making my reservation. I further understand that I will not receive any refunds beyond what is stated in the applicable policies.

## **4. General Release and Indemnification**

Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Tour. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Cornell, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the Tour (including periods in transit to or from my destination), resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties.

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I agree that this agreement is to be construed under the laws of the State of New York (without regard to its conflicts of laws principles), which shall be the forum for any lawsuits filed against Cornell under or incident to this agreement or the Tour. If any portion of the agreement is held invalid, the balance of the agreement shall, notwithstanding, continue in full legal force and effect.

**By signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that I am aware that this agreement includes a release of legal rights and an agreement to indemnify Cornell, and that I have signed it knowingly and voluntarily.**

I certify that I am at least 18 years of age.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

If the person participating in this Tour is a minor, a parent or legal guardian must sign below:

I, the undersigned parent and/or legal guardian of the minor listed above (the “Minor Traveler”), do hereby consent to the Minor Traveler’s participation in the Tour and travel as part of the Tour. I, as the parent or legal guardian of the Minor Traveler, and on behalf of the Minor Traveler, release, hold harmless and agree to indemnify Cornell, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I or the Minor Traveler may suffer, or for which the Minor Traveler may be liable to any other person, related to the Minor Traveler’s participation in the Tour (including periods in transit to or from the Minor Traveler’s destination), resulting from any cause, including but not limited to negligence on the part of the Minor Traveler or any of the released parties.

Name of Minor: \_\_\_\_\_

Name (Parent or Legal Guardian): \_\_\_\_\_

Signature and Date: \_\_\_\_\_