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**ACADEMIC TRIP WAIVER OF LIABILITY, INDEMNIFICATION AND MEDICAL**

**TREATMENT AUTHORIZATION AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, desire to participate voluntarily in the International Academic Programme Trip, organised by Strathmore University, described below (the “Programme”):

School………………………………………………………

Course name and Academic year…………………………..

Programme Destination:……………………………………

Departure Date:…………………………………………….

Return Date:………………………………………………..

The International Academic Programme is organised and managed by the School of …………………. of Strathmore University (the “University”).

I understand that participation in this Programme involves risks, hazards, and dangers that are not typically associated with general study at the University. I am aware of, understand, and acknowledge that the risks, dangers, and hazards of travelling to, within, and returning from one or more countries outside Kenya include, but are not limited to:

1. Air travel and all other types of transportation that could result in damage or loss of property, injury to persons, or death;
2. Political, legal, social, and economic conditions that are different from those in Kenya and which can change unpredictably;
3. Different standards of design, safety and maintenance of utilities, including facilities, buildings, public places and conveyances;
4. Local sanitation, medical and weather conditions;
5. The potential for danger to my own health and personal safety, including loss of property, personal injury, or death due to war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, diseases, accidents, and/or violence;
6. Natural disasters, environmental hazards, and extreme weather conditions;
7. Lack of immediate access to medical care or emergency services in certain locations;
8. Cultural and language barriers that may impact communication during emergencies;
9. Legal and law enforcement differences that may result in unintended infractions; and (10) Food and water safety risks that may lead to illness or infection.

I have carried out my own due diligence and I shall voluntarily participate in the Programme with full knowledge and acceptance of all associated risks, hazards, and dangers to myself, my property, and others.

**HOLD HARMLESS, INDEMNITY AND RELEASE:**

On behalf of myself, my heirs, personal representatives or assigns, I do hereby release, waive, covenant not to sue, indemnify and agree to hold harmless for any and all purposes Strathmore

University, its affiliates, , Trustees, agents, volunteers, or employees (“RELEASEES” and/or “INDEMNITEES”) from any and all liabilities, claims, demands, personal injuries (including but not limited to death), or damages, including court costs and advocate’s fees and expenses, which may occur to me, other participants, and third persons as a result of my participation and conduct in the Programme, while travelling to a country related to the Programme; during the course of the Programme; returning from the Programme; or while on or at facilities or the premises that are the subject of the Programme, whether or not such facilities or premises are owned, leased, or controlled by RELEASEES, including personal injuries or damage to personal property sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.

**MEDICAL INSURANCE:**

I understand that RELEASEES/INDEMNITEES have obtained a general medical insurance policy covering medical emergencies arising strictly from the authorised activities of the Programme. The medical insurance operates under a spend-and-reimbursement format.

The University does not carry general liability insurance to cover any other claims arising from the Programme.

**MEDICAL AUTHORIZATION, INDEMNITY AND WAIVER**

I confirm that I have fully disclosed all preexisting medical conditions, whether physical, psychological, or mental, that might affect my ability to participate in the Programme. I understand that failure to disclose such conditions may result in personal liability for any resulting complications and may affect my eligibility for continued participation in the Programme.

If I develop significant health problems between the time I complete this form and the start of the Programme, I acknowledge that it is my responsibility to notify the Academic Programme Leader at the University in writing. I further recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume and accept all such risks and responsibilities.

By signing this form without any annexures of preexisting medical conditions, I affirm that I know of no other medical reason why I should not participate in the Programme.

I acknowledge and recognise that the University is not obligated to attend to any of my medical or medication needs, and I assume and accept all such risks and responsibilities. If I require medical treatment or hospital care in a country outside Kenya during my participation in the Programme, the University is not responsible for the quality of such treatment or care. The University 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 will seek reimbursement from the insurance cover once we are back in Kenya.

While I am participating in the Programme, the University is authorised to provide any personal and medical information about me to any healthcare provider. I understand INDEMNITEES cannot be expected to anticipate or control all of the risks associated with the Programme and INDEMNITEES may choose to respond to illnesses, accidents, injuries, and potential emergencies. Therefore, I hereby give my consent for any medical treatment, rescue or evacuation services that may be required(as determined by University staff, medics,

emergency personnel, or other medical professionals) during my participation in the Programme with the understanding that the cost of any such treatment will be my responsibility.

On behalf of myself, my heirs, personal representatives or assigns, I hereby agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed medical care facility documentation promising to pay for the treatment due to my inability to sign the documentation. On behalf of myself, my heirs, personal representatives or assigns, I further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, INDEMNITEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and advocate’s fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while travelling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of the INDEMNITEES.

**Changes to Programme and Responsibility**

I understand and acknowledge that the University 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 organiser or other provider of goods or services related to the Programme. I understand and acknowledge that the University reserves the right to make changes to the Programme (including equipment substitutions or alterations in the proposed Programme and/or itinerary) at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to me because of any such cancellation or change. The University is not responsible for penalties assessed by air, land, water carriers, and/or other transportation that may result due to operation and/or itinerary changes, regardless of whether the University makes such arrangements. To the extent the University is providing hotel, occupancy, or other housing or lodging arrangements, the University reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the University.

I understand and acknowledge that the University assumes no responsibility or liability, in whole or in part, for: any delays; delayed or changed departure or arrival times; fare changes; dishonors of hotels, airlines or vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), circumstances beyond the reasonable control of the University, that is, force majeure or acts of God ,including but not limited to weather, strikes, , , war, quarantine, civil unrest, kidnapping, public health risk, criminal activity, terrorism, expense, accident, injuries, damage to or lost property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common or public carriers beyond the University’s control, with or without notice; or for any additional expense occasioned by any of the foregoing.

The University may, in its sole discretion cancel the Programme or any aspect thereof prior to or after departure and require that one or more participants return to Kenya if the University determines or believes that any person is or will be in danger if the Programme or any aspect thereof is continued. If the programme is changed or cancelled, I understand all reasonable efforts will be made to refund all uncommitted monies and deposits I have paid to the university in line with the University’s policies and regulations. However, if all funds had been committed, there shall be no refund.

**Independent Activity**

I understand that, for any time I spend away from the Programme or participating in any travel or activity that is not a part of the Programme, I am responsible for my own safety, and I assume all risk and responsibility for such activities and shall indemnify and hold harmless the University from any and all liabilities, claims, demands, personal injuries (including but not limited to death), medical expenses or damages, including court costs and advocate’s fees and expenses, which may occur to me, other participants, or third persons as a result of my participation and conduct during Independent Activities.

**Standard of Conduct**

I understand, acknowledge, and agree to comply with the University’s policies and the Student Code of Conduct at all times.

I understand and acknowledge that each foreign country has its own laws and standards of

acceptable conduct, including dress, manners, morals, politics and behaviour. I recognize that behaviour which violates those laws or standards could harm the University’s relations with those countries and the institutions therein, as well as my freedom, health and safety. I will become informed of and will abide by, all such laws and standards for each country to or through which I will travel during my participation in the Programme, including attending any Programme orientation meetings (if required by the University) and reading all material the University provides. 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 during my participation in the Programme. The University is not responsible for providing any assistance under such circumstances.

**VOLUNTARY SIGNATURE AND BINDING OF HEIRS AND ASSIGNS:**

By signing this Agreement, I acknowledge that I have read and understood its terms and sign it voluntarily as my own free act and deed. I confirm that I have not relied on any oral representations, statements, or inducements outside the terms of this Agreement. I execute this document in full consideration, intending to be legally bound now and in the future.

**SIGNED:**

Participant Signature:

Printed Name:

Date:

**SIGNED:**

Participant’s parent/guardian name:

Parent or Legal Guardian Signature:

Date: