

**GRADUATE STUDENT
RESEARCH WAIVER AND RELEASE OF LIABILITY
The University of Kansas**

I, _____ of _____,
(name) (School, College, Department or Research Unit)
at my request, have chosen to participate in research that is (circle the appropriate language):

- funded by the _____(school or agency).
- unfunded.

During the course of this research, I plan travel to the country(ies) of _____.

I have been informed and understand that the U.S. Department of State has issued a travel warning for _____, a copy of which is attached. I further understand:

- The University has recommended that I not undertake this travel and that the University of Kansas (“University”) neither requires nor expects me to conduct research in this country.
- My progress, performance, grade and/or evaluation as a graduate student are in no way contingent on or affected by my decision.
- I acknowledge and agree that I am not expected or required to undertake this travel as part of my graduate studies.
- My decision to travel to _____ to conduct research is my own voluntary decision, taken without coercion or undue influence.
- I am traveling there only as an exception to University policy, granted by the University at my request.

I hereby assume all risk of injury or death resulting from my participation in this research-related travel, and that I fully understand the dangers and hazards of such activity, and agree that:

- I have or will secure health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in this travel, including but not limited to medical evacuation or repatriation.
- By my signature below I certify that I have confirmed that my health care coverage will adequately cover me while outside of the United States, and hereby release the University and the University of Kansas Center for Research, Inc. (“KUCR”) and their officers, employees, representatives and agents from any responsibility or liability for expenses incurred by me for injuries or illnesses (including death) that I may incur because of those injuries or illnesses.
- I also acknowledge that in some instances the medical emergency evacuation and repatriation insurance I have purchased may not be sufficient to provide the protection and coverage it might otherwise provide were _____ not under a travel warning.
- I agree to register with the appropriate Consular Section of my country’s embassy or consulate upon arrival in _____ and I will enroll in the appropriate warden system to obtain

updated information on travel and security in _____.

- I will send by facsimile or electronic mail to the University of Kansas Office of Study Abroad confirmation of these actions.

I do hereby agree to waive any claims for personal injury or property damage against the University, KUCR, and against any and all employees of the University and KUCR and by my signature below do release and forever discharge the University and KUCR, and their officials, officers, agents, employees and representatives (including volunteers), and their heirs, executors, administrators, successors and assigns, from each and every right and claim that I may hereafter have on account of damages or personal injury resulting from any incident, occurrence or activity arising from my participation in this travel and research.

I hereby declare that the terms of this release are contractual and not a mere recital. This release shall bind me as the signor, my heirs, next of kin, executors, administrators, successors, or assigns and shall inure to the benefit of the parties released, their heirs, next of kin, executors, administrators, successors or assigns. The release granted herein shall commence and be in full force and effect after the date set forth below.

I agree that should any provision or aspect of this release be found to be unenforceable, all remaining provisions of the release will remain in full force and effect.

I represent that my agreement to the provisions herein is wholly voluntary, and further understand that prior to signing this release, I have the right to consult with the adviser, counselor, or attorney of my choice.

I agree that, should there be any dispute concerning my participation in this travel that would require the adjudication of a court of law, venue will lie only in the state and federal courts of the State of Kansas, and the cause of action will be determined by the laws of the State of Kansas.

This release represents my complete understanding regarding the release of the University and KUCR from responsibility and liability for my participation in this travel, supersedes any previous or contemporaneous understandings I may have had with the University and/or KUCR on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

I represent that I am at least eighteen years of age.

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THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS AND AGREES WITH ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 200_.

(Signature) (Printed Name)

State of Kansas)

County of _____)

Subscribed and sworn to before me, a Notary Public within and for the County and State above set out this _____ day of _____, 200_.

Notary Public My appointment expires:

THE UNDERSIGNED HAS REVIEWED AND ACKNOWLEDGED THIS DOCUMENT:

Faculty, Staff, Research Scientist, Post Doctoral Fellow or Other Person in Charge of Research Project

(Signature) (Printed Name)

Date

Return the completed form to the Office of the Dean of International Programs, 300 Strong Hall, and a copy of the completed form to the KU Center for Research, Youngberg Hall, 2385 Irving Hill Road.

Attachment: Relevant U.S. Department of State Travel Warning