



LeTourneau University
TOUR PARTICIPATION AGREEMENT
STUDENT

INCLUDING ASSUMPTION OF RISK AND RELEASE FROM LIABILITY
(TRAVEL WAIVER—INTERNATIONAL AND DOMESTIC)

I, _____ (the "Participant"), desire to participate in the LeTourneau University _____ (the "Activity") and, have been designated as the STUDENT by the sponsoring faculty member. In consideration of being allowed to participate in the Activity, and serving as STUDENT, I hereby certify as follows:

1. I shall be solely responsible and liable for (i) obtaining passports, visas and other personal documentation appropriate for my participation in the Activity, and (ii) paying all costs and expenses related to my participation in the Activity. LeTourneau University (i) serves only in a capacity of assisting in making arrangements for transportation, accommodations and other services and products to be provided by others in connection with the Activity, and (ii) in no way serves as an agent or representative for these other parties, or accepts any responsibility or liability for their services or products. Such transportation, accommodations and other services and products are subject only to the terms and conditions under which they are provided by such other parties.
2. I am fully informed or otherwise aware of, and fully assume, all risks to person and property in connection with my participation in the Activity, including, but not limited to, travel delays, property damage and loss, bodily injuries, sickness, repatriation, disease and death. **** I am in sufficient physical and mental health and do not have any physical or mental conditions which could affect my ability to participate in the Activity.**** I have medical insurance coverage appropriate for my participation in the Activity, and have provided evidence of such insurance coverage and emergency contact information to LeTourneau University. LeTourneau University shall not provide any insurance for me in connection with my participation in the Activity.
3. I shall comply with all applicable laws of any jurisdiction in which I may travel and all policies of LeTourneau University including its alcohol and drug free policies while participating in the Activity. If my participation in the Activity is at any time deemed detrimental to the Activity or its other participants, as determined by LeTourneau University in its sole discretion, I understand that (i) I may be expelled from the Activity without LeTourneau University incurring any liability, (ii) I may incur liability to LeTourneau University under this Agreement, and (iii) I may be subject to further disciplinary action by LeTourneau University.
4. **I fully and forever RELEASE, WAIVE AND DISCHARGE, and GUIDESTONE NOT TO SUE, LeTourneau University (including, but not limited to, its trustees, agents, officers, employees and representatives), from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and attorneys' fees), from any cause whatsoever (including, but not limited to, travel delays, property damage and loss, bodily injuries, sickness, disease and death), directly or indirectly arising in connection with my participation in the Activity, whether or not foreseeable or contributed to by the negligent acts or omissions of LeTourneau University or others.**
5. If medical treatment is deemed necessary for the Participant, the sponsors of this Activity are authorized to use their best judgment to seek the medical care which they deem most prudent at the time. They may elect medical providers and make decisions regarding medical care as they deem best.
6. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings and negotiations, regarding this subject matter. This Agreement (i) may not be amended, by course of conduct or otherwise, and (ii) may not be assigned in whole or in part, except in writing duly executed by me and LeTourneau University. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas, without regard to any conflicts or choice of law principles, and shall be as broad and inclusive as permitted by such laws. If any provision of this Agreement is held unenforceable by a court, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.

7. I (i) have read and fully understand this Agreement, (ii) intend that this Agreement be legally binding upon and enforceable against me and my family, estate, heirs and legal representatives, (iii) intend that this Agreement benefit LeTourneau University, and (iv) confirm that I am eighteen years old or older, fully competent, and entering into this Agreement voluntarily of my own judgment.

IN WITNESS WHEREOF,

I have duly executed and delivered this Agreement on _____ day of _____, 200__

Signature:

Print Name:

***** I confirm that I am physically fit to participate in this event including but not limited to extensive walking, exposure to the sun, and lengthy travel by bus.***

Participate Signature: _____