

# Statement of Responsibility, Waiver, Release and Indemnification Agreement

I, \_\_\_\_\_, am a visiting scholar from \_\_\_\_\_, who has been invited by New Jersey City University ("the University") and who will be on campus from \_\_\_\_\_ to \_\_\_\_\_. I agree to the following conditions:

- I represent and warrant that I will be covered throughout my stay by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I may sustain or experience while at New Jersey City University. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me while I am in the United States and meet US State Department requirements for such coverage; and, I hereby release and discharge the University from all responsibility and liability for any injuries (including death) illnesses, medical bills, claims, damages, bills, charges or similar expenses I incur while I am in the United States.
- I further represent and warrant that I have no condition, physical or mental, that requires special medical attention or accommodation, except as noted below, during my participation in the Program. (If you require any special medical attention or accommodations for such conditions, please list those requirements here:  
\_\_\_\_\_  
\_\_\_\_\_

- I understand and agree 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 hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accidents, injuries, damage to 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 carriers beyond the University's control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules, or other uncontrollable factors, I am required to spend additional nights, the University will not be responsible for my hotel, transfers, meal costs, or other expenses. My baggage and personal property are transported at my risk entirely.
- I understand and agree that the University reserves the right to terminate my participation in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the University, I understand that I may be required to leave the Program in the sole discretion of the University's representative(s), agent(s) or employee(s). I also understand that failure to maintain appropriate insurance coverage that meets US State Department standards at any time during the Program is grounds for termination of participation.
- I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities)

from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program and/or any travel incident thereto.

- I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from and against any and all liability, loss, damage, or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Program or any travel incident thereto.
- I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of New Jersey, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

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Signature

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Printed Name

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Date