

**ACKNOWLEDGEMENT, RELEASE, AND COVENANT NOT TO SUE**  
**For Non-Student 18 Years of Age and Older**

This legally binding Agreement, inclusive of a release of claims and a covenant not to sue, is executed by \_\_\_\_\_ (Full legal name of non-student adult) whose address is \_\_\_\_\_ and provided to Simpson College, 701 North C Street, Indianola, Iowa 50125 (the "College").

1.0 I, the undersigned, request that I be permitted to accompany \_\_\_\_\_ (the "Faculty Member"), who is participating as a faculty director, in the College's Off-Campus Program in \_\_\_\_\_ (country) during \_\_\_\_\_ (month/year) ("Program"). I understand and hereby acknowledge that my ability to accompany the Faculty Member on the Program is wholly discretionary on the part of the College, and that if I do not sign this document, and agree to its terms, I will not be permitted to accompany the Faculty Member on the Program.

2.0 In consideration of being permitted to accompany the Faculty Member on the Program, I release, waive, and forever discharge, the College, any Host Institution, and its and their governing boards, officers, agents, employees, and students (collectively "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature (collectively "Claims") which I may have or which may hereafter accrue, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death (collectively "Injuries"), that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the College or otherwise, while I am in, on, upon, or in transit to or from the premises where the Program occurs or is being conducted; and I hereby covenant not to sue Releasees for any Claim(s) related to any such Injury(ies).

3.0 I have signed this Agreement in full recognition and appreciation of the dangers, hazards, and risks associated in any way with my accompanying the Faculty Member on the Program, which dangers include but are not limited to serious or even mortal injuries and property damage as well as criminal prosecution for my actions. These include risks involved in traveling to and from and immersing myself within, one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances and local medical and weather conditions. I understand that these and other risks are further described in the U.S. Department of State Consular Information Sheet and Travel Warning for the country or countries to which I will be traveling. I have accessed the applicable Information Sheet(s) and Travel Warning(s) at <http://travel.state.gov/travel/>. I further understand that domestic travel also involves risks that in some circumstances are similar to those presented by international travel. I understand that my housing may be located in an area that is dangerous to my personal health and safety. I understand that there are unascertainable risks of a pandemic and that I may be subject to quarantine while traveling internationally or within the United States. I further attest that I have fully considered the aforementioned risks and hazards, and agree that I have individually assumed the risks involved with accompanying the Faculty Member on the Program.

4.0 I understand and agree that Releasees do not have medical personnel available at the location of the Program. I understand and agree that Releasees are granted permission to authorize emergency medical treatment if necessary and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. I authorize the College to take whatever action it deems necessary and in my best interest (including transporting me out of the country) in the event of medical needs or social or political unrest or any other unforeseen event or condition. I state that there are no health-related reasons or problems which preclude or restrict my accompanying the Faculty Member on this Program, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me. If the College incurs expenses on my behalf that are not covered by insurance, I agree to reimburse the College for such expenses.

5.0 It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a release and covenant not to sue in favor of the above-named Releasees.

6.0 I understand and I am responsible for exercising caution and common sense and I am solely responsible for the consequences of my actions while accompanying the Faculty Member on the Program. I also understand the College is not responsible for assisting me with any legal action that results from my actions while accompanying the Faculty Member on the Program. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me, my family, or any other person or entity, arising out of my actions while accompanying the Faculty Member on the Program.

7.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the contents of this Agreement by reading it before I sign it, and that I have reviewed it, and understand what it means and that I sign this document as my free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made to me by or on behalf of the College.

8.0 I further agree that this Agreement shall be construed in accordance with the laws of the State of Iowa. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions of this Agreement shall not be affected thereby.

I further state that I am fully competent to sign this Agreement and that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have executed this Release this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

ADULT PARTICIPANT

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Relationship to Faculty Member)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date