

## **UNG Employee Release, Waiver of Liability, and Covenant Not to Sue for University-Related Travel Abroad**

Participation in any university-related travel abroad involves a number of real and potential risks. Travel to a location designated by the US Department of State as a Level 3 destination involves serious risks to safety and security. The State Department describes Level 3 destinations with the following designation:

**Level 3 - Reconsider Travel:** Avoid travel due to serious risks to safety and security. The Department of State provides additional advice for travelers in these areas in the Travel Advisory. Conditions in any country may change at any time.

As a University of North Georgia (“UNG”) employee desiring to participate in university-related travel abroad to a Level 3 destination, I acknowledge and understand that:

- UNG will not be financially liable for unrecoverable travel fees, return travel costs, or other personal expenditures lost as a part of travel.
- UNG will not be able to provide accommodations if my travel is cancelled or otherwise interrupted for any reason.
- UNG will not be able to provide residential accommodations or quarantine arrangements, on campus in country or elsewhere in the world, in the event of the cancellation or interruption of my travel. I understand and acknowledge that I am solely responsible for making my own residential accommodations should I be ordered to quarantine or self-isolate while traveling as an employee.
- UNG strongly recommends all faculty employees purchase International Travel and Health Insurance to cover evacuation or other losses for travel and accommodation expenses due to disruption to travel plans resulting from any number of crises or disasters, including: a pandemic or other contagious disease outbreak; severe weather events; transportation disasters; nuclear, chemical, and radiologic disasters; and civil or military unrest. I understand and acknowledge that I am solely responsible for these expenses. Faculty Led travel, wherein a UNG Faculty member is accompanying students on an education abroad trip, is covered under UNG's CISI insurance.
- Arrangements for continuity of care and/or treatment of any existing medical or mental health conditions are my responsibility and should be made prior to the start of my travel and should account for possible travel restrictions and/or lockdowns.
- US Consular Services and American Citizen Services may be unavailable, restricted, or cancelled without notice, in my travel destination.
- Cancellations and disruptions to travel arrangements, as well as local and national lockdowns, may limit or adversely impact my ability to arrive to – or depart from – my destination, as well as possibly inhibit my movement within my program’s country.
- It is in my best interest to plan one or more contingencies for early departure, pack accordingly, and monitor local news and reliable and reputable information sources to ensure that I am fully informed and aware of the situation in the destination location.
- My participation in this university-related travel abroad is entirely voluntary. I also understand and acknowledge that my participation in this travel abroad involves serious risks of safety and security to myself and my belongings, and I assume those risks. I hereby release and forever discharge UNG, the Board of Regents of the University System of Georgia (“BOR”), including each of their respective departments, agencies, and instrumentalities, and all of their respective members individually, officers, agents, and employees, from any and all claims, demands, rights, and causes of action of whatever kind or nature that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury, or loss arising out of or related to my participation in this university-related travel abroad, whether caused by UNG’s negligence or otherwise, to the fullest extent permitted by law. I further covenant and agree not to sue UNG, the BOR, or any of their respective members, officers, agents, or employees for any claim for damages arising or growing out of my voluntary participation in this travel abroad.
- This release will be governed by and construed under the laws of the State of Georgia. I also understand that that the acceptance of this release by UNG and the BOR does not constitute a waiver, in whole or in

part, of sovereign or official immunity by UNG, the BOR, or their respective members, officers, agents, and employees. This release will be binding on me and my heirs, legal representatives, and assigns.

I have read this entire Release, Waiver of Liability, and Covenant Not to Sue, fully understand its terms, and agree to be legally bound by it.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of employee: \_\_\_\_\_