

FACULTY LED STUDY ABROAD AGREEMENT



IMPORTANT: ENTIRE AGREEMENT MUST BE COMPLETED.

PLEASE READ THROUGH INSERTS THOROUGHLY.

**Study Abroad Office:
847 E. Hildebrand, San Antonio, TX 78212
Phone: 210-805-5709 Fax: 210-805-5701
E-mail: studyabroad@uiwtx.edu**

Please complete and submit packet to your instructor by the second week of class.

I. Student Information:

Name: _____ Student ID: _____

Permanent Address: _____

Age: _____ Date of Birth: _____

Primary E-mail: _____ Phone Number: _____

Major(s): _____ Advisor: _____ Current GPA: _____

Course: _____ Instructor: _____

City & Country: _____

Dates traveling abroad: _____

Documents to Submit:

- 1) Copy of your passport
- 2) Academic transcript

I, _____, understand and acknowledge:

- this class involves an optional study abroad academic travel experience, which involves international travel;
- the academic study and travel portion of this class are part of the grade that I will earn in this class;
- I am physically and mentally capable of traveling internationally;
- I have elected to participate in the travel portion of the class with the permission of the faculty member(s) teaching the class;
- the faculty member teaching this class may, at his or her absolute and **sole discretion**, revoke my participation in the travel portion of the class at **any point**, either before the day of travel, at the point of departure, or at any time during travel. If during the trip my participation is revoked, I must return home immediately **at my own cost** and/ or **receive an F semester grade** for this entire course, and possibly be subject to disciplinary action;
- the review of (a) my academic records in the UIW Registrar's Office and (b) my disciplinary records in the office of the Dean of Residence Life may influence my participation in the faculty led study abroad program;
- the Study Abroad Office, Academic Dean, UIW Representatives and/or my professor(s) will have access to this agreement and supporting documents.

Student Participant Signature: _____ Date: _____

II. Student Waiver, Indemnity, and Release Agreement

Authority: I am a student at the University of the Incarnate Word (UIW) that will be participating in an International Program described above. I am not required to participate in this International Program; my participation is voluntary. I represent and acknowledge by my signature below that I am at least eighteen (18) years of age and am fully competent to sign this Release, Waiver of Liability and Hold Harmless Agreement (Agreement). I acknowledge I am signing this Agreement on my behalf and I agree to be bound by its terms.

Personal Insurance: I understand UIW will purchase basic international medical and travel insurance on my behalf. I understand it is my responsibility to purchase additional insurance coverage if I choose to acquire a more comprehensive medical insurance and travel policy.

Medical Treatment and Expenses: I authorize UIW to arrange for medical care and treatment for me if I become ill or incapacitated, without incurring any liability. I authorize UIW to take actions it deems necessary, including securing medical treatment and transporting me to the United States, **all at my own expense**. I release UIW from any liability for the quality, timeliness and outcome of any such medical care received or for any expenses incurred.

Transportation: I understand and acknowledge UIW does not and cannot guarantee the safety and/or security of any transportation that may be utilized as a result of my participation in this International Program.

Assumption of Risk: I acknowledge and accept the transportation and participation in this program may expose me to hazards and risks to my health, including injury or death, and that UIW cannot control all of these risks. I acknowledge and certify that I know of no medical reason why I should not participate. I agree while participating in this Program, I will abide by the guidelines set forth in the UIW Student Code of Conduct and will adhere to all state and federal laws, and other applicable rules, regulations, and laws. I agree that if I am no longer participating in the program due to any reason, including but not limited to, being expelled for not meeting my financial obligations and/or deadlines, breaking host/home country laws, and/or deciding to drop from the course/university while I am abroad, that I am an independent traveler and I will not hold the university responsible for any occurrences while traveling independently in the host country(ies). I understand UIW will not be responsible for any medical expenses associated with any property or personal injury I may sustain. I certify I have read and understand the section titled "Statement of Activities while Studying Abroad" and am able to perform the activities listed on the document and/or have requested disability accommodation for this Study Abroad within the required time frame.

Release: In consideration of UIW permitting me to participate, I release UIW, and its Board of Trustees, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, and assigns for any and all claims, demands and causes of action for any and all loss of personal property or injury to me, including my death, in any way connected with this this International Program, **including injuries caused by negligence of UIW and/or its Board of Trustees, officers, employees, and representatives, or any other participant in the field trip/activity** that may be sustained by me while participating in such field trip/activity, or while on premises owned or leased by UIW.

Indemnity, Hold Harmless, and Waiver: I agree to indemnify and hold harmless, waive and covenant not to sue UIW and its Board of Trustees, officers, employees, and representatives from liability for the injury or death sustained by me or any person(s) and damage to property that may result from my or another person's negligent or intentional act or omission in while participating in the Program or as an independent traveler and/or any travel incident thereto. It is my express intent that this covenant not to sue and agreement to hold harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT IS A RELEASE, WAIVER AND HOLD HARMLESS OF LIABILITY AND INDEMNIFICATION OF ALL CLAIMS AND CAUSES OF ACTION FOR ANY INJURY OR DEATH TO MYSELF THAT OCCURS WHILE PARTICIPATING IN THE INTERNATIONAL PROGRAM AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

THIS DOCUMENT WILL BE CONSIDERED EFFECTIVE ON THE DATE SIGNED.

Student Participant Signature: _____

Date: _____

III. Alcohol and Illegal Substance Policy

In order to protect the educational environment and safeguard the health and well-being of the individual and the community, the policy concerning alcohol and illegal substance is as follows:

Alcohol Policy

- The national/local laws of the host country govern your behavior while you are visiting the country.
- You will adhere to the UIW Code of Conduct Policy during the entire faculty led study abroad program.
- At all times, you are responsible for the consequences of your behavior. If the consumption of alcohol causes or influences you to subsequently violate university policy, program rules, local laws, and/or otherwise engage in conduct that is harmful to the reputation of the university or program (as judged by the faculty leaders) you may be expelled from the program at your own expense. Upon returning, you may also face disciplinary actions, including, but not limited to, receiving a failing grade for the class, academic probation, and/or expulsion from the University.

Illegal Substance Policy

- The University of the Incarnate Word and all study abroad programs, including faculty led, prohibit the unlawful manufacture, distribution, dispensation, possession, promotion, sale, or use of illegal drugs or other illegal substances, illegal paraphernalia, or look-alike (simulated) illegal drugs.
- The possession, use, sale, or other distribution of narcotics, hallucinogenic or controlled substances (except as permitted by law) during the faculty led trip by any student, employee, or visitor is prohibited and is considered a serious offense.
- The use, sale, or possession of any drug paraphernalia, including, but not limited to, water pipes, bongs, and hypodermic syringes/needles not prescribed by a licensed physician is prohibited and will subject the student to disciplinary action.
- Students who are traveling with prescription medication are required to have their doctor's note verifying the use of medications.
- Violation of the Illegal Substance Policy will result in expulsion from the faculty led program at your own expense. Upon returning, you may face disciplinary actions, including, but not limited to, receiving a failing grade for the class, academic probation, and/or expulsion from the University.
- The penalties for illegal substances in some countries may be more severe than in the United States and commonly include deportation, fines, jail time and, at times, the death penalty.

In the event I require legal representation in the host country, I understand I am responsible for seeking and acquiring legal representation. I am solely responsible for any and all legal fees and consequences. Furthermore, if I become an independent traveler, I agree to hold harmless, waive and covenant not to sue UIW and its Board of Trustees, officers, employees, and representatives from liability for the injury or death sustained by me or any person(s) and damage to property that may result from my negligent or intentional act or omission. It is my express intent this covenant not to sue and agreement to hold harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

By signing this portion of the agreement you are stating that you understand and acknowledge the Alcohol and Illegal Substance Policy and you are fully aware of the legal, financial and academic consequences.

Student's Signature: _____ Date: _____

IV. HEALTH DISCLOSURE

In the event of any medical emergency as determined by UIW and/or a medical provider, I hereby grant UIW and its representatives full authority to take any action deemed necessary to protect my mental and/or physical health, **at my own expense**. Actions may include, but not limited to, placing me under the care of a medical doctor, admitting me in a hospital or any place for medical examination, and/or treatment. After medical attention has been administered, UIW representatives have the sole discretion to require me to return to the United States at my own expense. In the event that I return to the United States, I understand that I cannot recover any money paid for and/or in connection with the program. Should the need arise, UIW representatives are authorized to provide any personal information to any health care provider.

I understand if I fail to disclose any physical and/or mental issues that may affect my full participation in the study abroad program; I take full responsibility for my actions and/or inactions. Furthermore, I understand I may be asked to return to UIW, at my own expense, if my behavior and/or actions disrupt the harmony of the group, compromises the reputation of the university, and/or puts others or myself in danger. Also, I acknowledge and attest I am physically and mentally prepared to participate in activities that are typically experienced by overseas travelers, such as, but not limited to, walking longer distances compared to my home country, standing in line, sitting for an extended period of time, waiting in international airports, interacting with people from different cultures and backgrounds, and/or coping with normal stressful situations that international travelers experience during overseas travel, such as language barriers, eating different foods, observing new and different customs and practices.

Please read and follow all instructions for completion. **FULL DISCLOSURE REQUIRED.** The information on these forms will assist health care providers in the event of a medical emergency. It is very important that this is completed fully and accurately. If a section is not applicable, enter N/A.

Primary Care Physician: _____

Office Phone: _____

Insurance Carrier: _____ Policy Number: _____

Please use this space to inform UIW on your medications in use at present. Please specify special requirements if any.

Do you have any drug or food sensitivities or allergies? If yes, please explain (condition, treatment).

I verify all information in this health disclosure is complete, accurate and true. I acknowledge that, ultimately, I am responsible for my own physical and mental well-being.

In the event of a medical emergency in which I become incoherent or incapable to make decisions, I authorize UIW representatives to take actions deemed necessary or to arrange for professional medical care on my behalf, at my own expense. In addition, I authorize UIW representatives to notify my emergency contact(s) found on this agreement.

I understand providing accurate information is an important part of fulfilling my responsibilities.

Signature: _____ Date: _____

Please read and initial each statement. Initialing each statement indicates you understand and agree.

V. Statement of Activities while Studying Abroad

a. _____ I acknowledge and certify I am capable of performing the following activities or otherwise engaging in such activities during my study abroad experience. Study Abroad activities may include, but are not limited to:

- Extensive travel (i.e., possible overnight travel, unplanned or unforeseeable itinerary changes, etc.)
- Using various modes of transportation (i.e., cars, trains, buses, planes, boats, bicycles, etc.)
- Walking long distances
- Walking up/down hills/stairs
- Standing/sitting for a long period of time
- Waiting in line
- Lifting and/or carrying your personal luggage (i.e., luggage weighing up to 50 to 70 lbs.)
- Nonstandard meal times
- Unfamiliar foods or limited dietary options
- Limited medication availability or medical care options
- Other typical activities related to a study abroad trip

Other activities that are unique to this trip: _____

VI. Health

a. _____ I understand it is my responsibility to consult with my doctor prior to departure to obtain any vaccination, prescriptions and/or medications I will need for the duration of my trip. It is also my responsibility to research the laws of the host country regarding medications I plan to take into the country.

b. _____ I understand my professors and/or UIW representatives are **not** medical doctors. Therefore, I am fully responsible for seeking medical expertise before or during the trip, if necessary. If I ask or seek my professor's advice regarding any type of medical issue, including minor and/or common ailments, I am doing so at my own risk. Furthermore, I release the professor(s) and/or UIW representatives from any and all liability if I choose to accept a non-medical professional's opinion and/or advice.

c. _____ I understand it is my responsibility to inquire and become familiar with my international health coverage policy, such as the type/limitations of coverage, amount of deductible or co-pay, and protocol, in case of a medical emergency.

d. _____ I understand it is my responsibility to have the available (or access to the) financial funds to cover my medical insurance deductibles (if applicable), in case of a medical emergency.

e. _____ I understand I am responsible for any medical bills and/or fees I may acquire while abroad.

f. _____ I agree I am fit to travel. I understand if I have any illness or conditions that may prevent me from traveling and participating in group activities, it is my responsibility to consult with a medical physician prior to traveling.

g. _____ If I become unable to travel during the semester, I understand I may still be responsible for fees that have been incurred on my behalf.

VII. Financial Responsibility

a. _____ I understand I will not be able to participate, in any study abroad program, if I have any unpaid balances owed to the university. Before pursuing my faculty led study abroad plans, I understand that it is my responsibility to satisfy any outstanding balances owed to the university. I understand even if my trip cost is paid, I still must have my tuition paid in full before being able to leave for the faculty led study abroad trip. Even if I do not participate in the trip, whether voluntary/involuntary, I am still responsible for all costs, which are non-refundable.

- b. _____ I agree to adhere to the payment schedule outlined by the professor. Failure to pay by the set deadlines may result in late fees, dismissal from the program and forfeiture of previously paid installments. I understand no portion of any funds that I have paid, either directly or with financial assistance, to participate in the travel portion of the program will be refunded at any time for any reason.
- c. _____ I understand the university will not pay any outstanding balances incurred on my behalf during my faculty led study abroad program (i.e. medical bills, hotel room charges, cell phone bills, hospital copayments, etc.). It is my responsibility to settle all balances prior to departing the host country.
- d. _____ I authorize University of the Incarnate Word (UIW) to charge my account for any deposits, payments, and/or fees that are charged to UIW by the travel company, airline agent, hotel and/or third party entity in relation to my faculty led study abroad program.
- e. _____ I understand I am personally responsible for all tuition, deposits, payments, and fees in connection with the faculty-led study abroad program. I acknowledge, after application of any scholarship, financial aid or other assistance, if there is a remaining balance resulting from my study abroad program, I am fully responsible to pay the remaining balance out of my own personal funds. As such, all "out of pocket" costs are my responsibility. By initialing this statement and signing this document, I am stating I have sufficient funds to cover my expenses and/or my parent/legal guardian has agreed to pay for all expenses incurred. In addition, I hereby release the University of the Incarnate Word from any financial liability.
- f. _____ If I fail to meet my financial obligations, I am fully aware of the potential consequence, including, but not limited to, late fees, cancellation of excursions and/or classes, and/or expulsion from the faculty led program. If I am expelled from the institution and/or program while abroad, I acknowledge the University will not provide room, board and travel, and I will be responsible for securing my own return transportation, travel, room and board. If I am expelled from the institution and/or program while abroad, I acknowledge I will be independently in the host country, and I agree to indemnify and hold harmless, waive and covenant not to sue UIW and its Board of Trustees, officers, employees, and representatives from liability for the injury or death or property damage I or another person(s) may sustain as a result of my negligent or intentional act or omission while participating in this Program or as an independent traveler and/or any travel incident thereto.

VIII. Cancellation or Withdrawal

- a. _____ I understand that if for any reason, I decide to return prematurely, I am responsible for all repercussions and accept any consequences and/or fees associated with my premature return, including but not limited to, paying any outstanding balances to the University of the Incarnate Word and/or third party entities in connection with the program, receiving failing or incomplete grades, arranging travelling independently of the group.
- b. _____ I understand that if I decide to stop attending classes and/ or participating with the group and no longer allowed to participate with the group, due to, but not limited to, poor academic performance in the class, violations of host/home country laws or UIW Code of Conduct, not meeting my financial responsibilities, etc. and/or the lead professors decision, I will be considered an independent traveler. If I am expelled from the faculty-led program while abroad, I acknowledge that the University will not provide room, board and travel, and I will be responsible for securing my own return transportation, travel, room and board. As an independent traveler, I agree to indemnify and hold harmless, waive and covenant not to sue UIW and its Board of Trustees, officers, employees, and representatives from liability for the injury or death of me or any person(s) and damage to property that may result from my or another person's negligent or intentional act or omission while participating in the Program or as an independent traveler and/or any travel incident thereto.
- c. _____ I understand if I do not participate in the travel portion of the class after having paid all or any portion of the travel costs involved, or if I am required to involuntarily return home without completing the travel portion of the class, that no deposits or money that I have paid toward the travel portion will be refunded. I authorize the University of the Incarnate Word to charge my account for any nonrefundable costs that the University has incurred on my behalf.

IX. Passport & Visa

- a. _____ I understand that it is my responsibility to obtain/ renew my passport. I understand my passport must be valid for a minimum of 6 months after the completion of my trip abroad.
- b. _____ I understand that, if a visa is required, it is my responsibility to provide all required documents to the faculty by the given deadline. Failure to do so may result in my inability to participate or additional fees.
- c. _____ I agree to provide a copy of my passport and visa to the Study Abroad Office and should also keep a copy for myself.

X. Insurance

- a. _____ I understand a basic and limited international health and travel insurance plan will be purchased on my behalf. It is **my responsibility** to purchase additional health and travel insurance coverage, if I choose to increase insurance coverage.
- b. _____ I understand international medical facilities may require full payment, initial fees, and/or co-payments. I understand that I may pay for these fees out of my own pocket. It is my responsibility to follow up with the insurance company to file my claim in order to pursue reimbursement.
- c. _____ I am aware certain incidents, costs, and/or claims may not be covered by the basic international and travel insurance plan purchased on my behalf. **I am fully responsible for any and all costs that my international health and travel insurance does not cover.** Furthermore, I understand pre-existing conditions may not be covered. It is also my responsibility to consult with my health care provider for any medical needs that I may require while participating in the faculty led studying abroad program.
- d. _____ I understand if I am injured as a result of partaking in risky activities (i.e. snowboarding, skydiving, bungee jumping), my medical expenses may not be covered by the insurance plan.
- e. _____ I understand if I am injured as a result of partaking in illegal activities (i.e. stealing, drugs, etc.), my medical expenses may not be covered by the insurance plan.
- f. _____ I am fully responsible for any and all costs that my international health and travel insurance does not cover.

XI. Safety

- a. _____ University policy does not permit students to study in a country where a travel warning has been issued by the U.S. Department of State. In the event a travel warning is issued and the university cancels study abroad programs to that location during my planning or while abroad, I understand I may have to cancel my study abroad or return to the states at my own expense. I further understand it is my responsibility to obtain adequate travel insurance to cover such circumstances.
- b. _____ I am aware there are certain risks inherent in any kind of travel. I am responsible for my own safety at all times. Engaging in high risk activities will increase my chances of being physically injured. (i.e. snowboarding, bungee jumping, skydiving, etc.)
- c. _____ If an emergency should occur during non-office hours, I should contact the UIW Campus Police, 210-829-6030.

XII. Code of Conduct

- a. _____ While participating in the faculty led studying abroad program, I am a UIW student and representing the University of the Incarnate Word. Any violation of the policies and procedures of UIW, including the UIW Student Code of Conduct, and/or violation of the host country laws, could result in dismissal from the program and

additional disciplinary action upon my return, including the possibility of being expelled from the host/home university.

- b. _____ I understand I must adhere to the laws of my host country. In the event I require legal representation in the host country, I understand I am responsible for seeking and acquiring legal representation. I am solely responsible for any and all legal fees. Furthermore, I agree to hold harmless, waive and covenant not to sue UIW and its Board of Trustees, officers, employees, and representatives from liability for the injury or death sustained by me or any person(s) and damage to property that may result from my negligent or intentional act or omission in while participating in the Program or as an independent traveler and/or any travel incident thereto.
- c. _____ I understand I may also be dismissed from the Program and returned to the United States at my own expense in the event UIW representative determines in its absolute and sole discretion that I cannot continue with the Program due to my physical or mental condition, or that my conduct is detrimental to or in conflict with the Program or out of harmony with the best interest of the group as a whole.
- d. _____ I understand I may be prohibited from participating in the study abroad program, at any time, including before departure, without any reimbursement of any fees, deposits and/or payments, as a result of my actions, such as, but not limited to, poor academic performance in my current classes, conduct violation(s) as per the UIW Student Code of Conduct, violation of State and/or Federal Laws, and/or other actions and consequences that may deter or prevent my full participation in the study abroad program.
- e. _____ I agree to participate in all activities during the course of the trip (unless otherwise given permission by the professor). I understand failure to participate in activities or arrive on time for scheduled events could result in a failing grade. Repeated tardiness or failure to participate could result in my dismissal from the program at my own expense.
- f. _____ I agree to adhere to all rules implemented by the professor. I understand failure to abide by these rules could result in a failing grade or my dismissal from the program.
- g. _____ I understand the following are unacceptable, and engaging in any of them constitutes grounds for dismissal from the program and being returned to the United States at my own expense at the absolute and sole discretion of the UIW representative(s) on site:
- Behavior that disturbs other persons in the program or other persons in the hotel or other accommodations;
 - Breaking the law(s) of the host country or violation of the policies and procedures of UIW, including the UIW Student Code of Conduct;
 - **Posting, sharing, disseminating photos, videos, and/or other multimedia sources that are inappropriate, offensive, and/or violate the UIW Code of Conduct;**
 - Excessive absence from class as determined by the professor(s);
 - Failure to participate in field trips or other activities of program;
 - Any use of and/or involvement with illegal drugs;
 - Failure to complete homework assignments;
 - Abuse of alcohol.

XIII. Student Services

- a. _____ The University of the Incarnate Word provides reasonable accommodations with adequate notice. To request disability accommodation for this Study Abroad Program, please contact the office of Student Disability Services at 210-829-3997. By initialing this statement and signing this agreement, I understand, agree, and give permission to the Student Disability Office to forward my documents and/or request(s) to the Study Abroad Office, lead-faculty, and/or host institution. I acknowledge and understand that in certain countries, accommodations may not be the same as are offered at UIW and/or other institutions in the United States. However, every effort will be made to provide reasonable accommodations. I understand I must submit all my documents and support materials to the Student Disability Office at least thirty university business days prior to the scheduled date of departure.

I have carefully read and understand each statement I initialed and sign this agreement with full knowledge of each statement's implication for my actions/non-actions.

Student Participant's Signature: _____

Date: _____

*Must be at least eighteen 18 years old of age

Parent's signature:_____

Date: _____ (if student is under 18 years of age):

CONSENT TO RELEASE INFORMATION ABOUT TRAVELER

Student's Full Name: _____

- I authorize employees, agents, and representatives of the University of the Incarnate Word (UIW) and the host institution abroad to release to the United States Government and to the host institution abroad, and their employees, agents, and representatives, information in the possession of UIW regarding my location, status, welfare, intentions, or problems.
- I further authorize UIW to release to those persons named below, information in the possession of UIW regarding my location, status, welfare, intentions, or problems.
- I grant permission to the officials of the University of the Incarnate Word to provide copies of written records, permit inspection and review of the contents of my education records, and/or to discuss my academic performance in connection with my study abroad with the following person(s) as authorized by the Federal Educational Rights and Privacy Act.

NOTE: English is universally accepted as the business language; therefore, at least one person below must be an English speaker. If applicable, please state the English speaker first.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

It is my intention in executing this Consent to Release Form to permit UIW, the U.S. Government, and the host university abroad to provide the information described above to the parties identified above without being found in violation of any applicable U.S. laws and the Family Rights and Privacy Act of 1974 (FERPA), which provides for the confidentiality of student education records.

This Consent to Release remains in effect until you provide written revocation of your Consent to Release.

Student's Signature: _____ Date: _____

Study Abroad Emergency Contact Form

I, _____, authorize employees, agents, and representatives of the University of the Incarnate Word (UIW) and/or other third party entities, representatives and providers (in connection with resolving the emergency) to contact the following person(s) in case of emergency or in any case when information of my whereabouts or situation needs to be discussed or disseminated:

It is highly recommended that at least one of your emergency contacts have a valid passport, with at least 1 year before expiration, in case emergency travel is required.

Primary

Name(s): _____

Relation(s): _____

Daytime Phone: _____ Night time Phone: _____

Cell Phone: _____

Address: _____

Personal E-mail: _____

Work E-mail: _____

Secondary

Primary

Name(s): _____

Relation(s): _____

Daytime Phone: _____ Night time Phone: _____

Cell Phone: _____

Address: _____

Personal E-mail: _____

Work E-mail: _____

Student's Signature: _____ Date: _____

**PODCASTING, PHOTOGRAPHIC, AND OTHER MEDIA
CONSENT AND RELEASE FORM**

I authorize and grant to the University of the Incarnate Word (UIW) and those acting pursuant to its authority, a non-exclusive, perpetual, worldwide license to:

1. Record my participation, likeness and/or voice on a video, audio, photographic, digital, electronic, hosted media, web-based service or any other medium, including podcasting;
2. Use my recorded likeness and/or voice on a video, audio, photographic, digital, electronic, hosted media, web-based service or any other medium, including podcasting;
3. Use my name and identity in connection with these recordings;
4. Use, reproduce, exhibit, or distribute in any medium (e.g. print publications, video tapes, CD-ROM, Internet, podcast) my recorded likeness and/or voice on a video, audio, photographic, digital, electronic, or any other medium without restrictions or limitations for any educational or promotional purpose which UIW and those acting pursuant to its authority, deem appropriate, including promotional efforts.
5. Distribute the medium over the internet using formats that allow downloading and playback on mobile devices and personal computers, for the purpose of making the work available in any format through iTunes or other web-based service.
6. Make and maintain more than one copy (hard-copy and/or digital copy) of the work for purposes of security, back-up and preservation.

I release UIW and those acting pursuant to its authority, from liability for violation of any personal, intellectual (including copyright) or proprietary rights I may have in connection with uses of the recordings authorized above. To the extent required, I hereby grant and assign all copyright in the podcast, video, audio, photographic, digital, electronic, or any other medium utilized to UIW. I waive any right to inspect or approve the final use(s) of the video, audio, photographic, digital, electronic, podcast or any other medium. As to the video, audio, photographic, digital, electronic, podcast itself, or any other medium, I understand and agree that UIW shall have exclusive ownership of the copyright and other proprietary and property rights in the work.

I waive any rights, claims, or interests I may have to control the use of my likeness, voice, name, recordings, and/or identity in the recordings and podcasts authorized above. I agree that any uses described above may be made without compensation or additional consideration to me. I agree that UIW shall have the right to remove the work from the hosted media or web-based service at anytime without prior notice for any reason deemed to be in UIW's best interest.

I waive and release UIW and its officers, agents and employees from any claim or liability relating to the use of my name, likeness, identity, voice, photographic image, video graphic image and oral or recorded statements in the work, including all claims of compensation, damage for libel, slander, invasion of the right of privacy or any other claims based on, arising out of, or connected with the use of said recordings and podcasts. I agree to indemnify UIW and its officers, employees, agents, successors, heirs, and assigns, for any and all claims, liabilities, damages, and expenses, including reasonable attorneys' fees actually incurred, due to any claimed infringement of copyrights, trade names, trademarks, service marks, right of publicity or privacy, or other proprietary, personal or property right arising from publication of the work through the hosted media or as a result of my breach of any covenant or warranty herein contained.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

By my signature, I represent that I have read and fully understand the terms of this release. **(If necessary, a parent or guardian of youth under 18 must also sign.)**

Name (print): _____

Signature: _____ Date: ____/____/____



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SISTERS OF CHARITY OF
THE INCARNATE WORD