

**MASTERS OF LIBERAL ARTS**  
**The Spirit of Ancient Egypt**  
**Assumption of Risk, Waiver of Liability and Indemnification**

I, \_\_\_\_\_, have agreed to participate in the Houston Baptist University (the “University”) Masters of Liberal Arts (MLA) trip to Egypt (the “Trip”), to be organized by Spirit Quest Tours, LLC, from December 27, 2008 through January 8, 2009. I understand and hereby acknowledge that my participation in the Trip is wholly voluntary, and is not a requirement of the MLA program. In consideration for being permitted to travel with the MLA group, I hereby agree and represent that:

**1) Risks of Traveling Abroad.** I understand that participation in the Trip involves risks, hazards, and dangers not found in the study at the University. I am aware of, understand, acknowledge, appreciate that these risks, dangers, and hazards involve traveling to and within, and returning from, one or more foreign countries, including risks of air travel and all other types of transportation that could result in damage to property, injury to persons, or death; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances; and local sanitation, medical, and weather conditions. I am aware of, understand, acknowledge, and appreciate the risks, hazards, and dangers of travel to, in and around Egypt, including but not limited to the dangers to my own health and personal safety, including loss of property, personal injury, or death posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, and/or violence. I am willing to accept these risks, hazards, and dangers.

**2) Health and Safety.**

a) I hereby represent and warrant that I am and will be covered throughout the Trip by a policy of comprehensive health and accident insurance, which provides comprehensive health and accident insurance policy for injuries and illnesses I sustain or experience overseas while on the Trip, as well as emergency evacuation and repatriation of remains insurance.

b) I acknowledge and recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefor. If I require medical treatment or hospital care in a foreign country or in the United States during my participation in the Trip, the University is not responsible for the cost or quality of such treatment or care. The University may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release the University from any liability for any such actions.

**3) Changes to Trip and Responsibility.**

a) I understand and acknowledge that the University does not represent or act as an agent for, and cannot control the acts or omissions of any transportation carrier, hotel, tour organizer, or other provider of goods or services in relation to the Trip.

b) I understand and acknowledge that the University reserves the right to make changes to the Trip (including equipment substitutions or alterations in the proposed itinerary) at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. The University is not responsible for penalties assessed by air, land, water carriers and/or other transportation that may result due to operation and/or itinerary changes, regardless of whether the University makes such arrangement. The University reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the University.

c) I understand and acknowledge 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, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost 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.

d) The right is reserved by the University, in its sole discretion, to cancel the Trip or any aspect thereof prior to departure; and, in the University's sole discretion to cancel the Trip or any aspect thereof after departure, requiring that all participants return to the United States if the University determines or believes that any person is or will be in danger if the Trip or any aspect thereof is continued. If the Trip is changed or cancelled, the only responsibility of the MLA Program is to refund to me all uncommitted monies and deposits I have paid to it. If changes in the Trip are minor, the MLA Program does not have to refund any amounts to me.

**4) Reproduction of Records.** The Trip may reproduce and use for educational purposes without compensation all photographs, videos, movies, or sound recordings taken of me during the time I participate in the Trip.

**5) Assumption of Risk and Release of Claims.** Knowing the risks, dangers, and hazards described above, and in consideration of being permitted to participate in the Trip, I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in the Trip. To the maximum extent permitted by law, 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 representative (in their official and individual capacities) from any and all liability whatsoever, which arise as a result of negligence on the part of the University, 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 Trip, any related or independent travel, or any activities during the Trip, irrespective of whether they are sponsored, supervised or controlled by the University, and which arise as a result of negligence on the part of the University, its employees, agents, officers, trustees or representatives (in their official and individual capacities).

**6) Indemnification and Hold Harmless.** 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 any and all liability, loss, damage or expense, including attorneys fees, that may result from my negligent or intentional act or omission, which arise out of, occur during, or are in any way connected with my participation in the Trip, any related or independent travel, or any activities during the Trip, irrespective of whether they are sponsored, supervised or controlled by the University.

I agree that this Assumption of Risk, Waiver of Liability and Indemnification is to be construed and governed under the laws of the State of Texas, U.S.A. Venue shall lie in the courts of Harris County, Texas. 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.

**MY SIGNATURE INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I AGREE TO EVERYTHING STATED IN IT. FURTHER, NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE FOREGOING WRITTEN STATEMENT, HAVE BEEN MADE. MY SIGNATURE ALSO INDICATES THAT I AM AWARE OF ANY SPECIAL RISKS, DANGERS, AND HAZARDS INVOLVED IN THE TRIP.**

\_\_\_\_\_  
Participant's Name (printed)

\_\_\_\_\_  
Participant's Name (signature)

\_\_\_\_\_  
Date