

THE ORAL ROBERTS UNIVERSITY STATEMENT OF RESPONSIBILITY, RELEASE FROM LIABILITY, AND AUTHORIZATION TO PARTICIPATE IN A DOMESTIC STUDY OR MISSIONS PROGRAM

This Agreement must be signed and returned to the Group Sponsor. If the Participant will not be 18 years of age or older by the date of signing hereon, this Agreement also must be signed by the parent or guardian. Failure to accept and/or abide by the terms and conditions of this Agreement as provided may result in the Participant's inability to participate in the Program or in dismissal from the Program.

I, _____, have agreed to be a Participant in a Domestic Study or Missions Program sponsored in whole or in part by Oral Roberts University ("ORU"). I am not required to participate in this Program; my participation in this Program is wholly voluntary. In consideration of being allowed to participate in this Program, I hereby state and agree as follows:

1. STANDARDS OF CONDUCT

A. I agree to abide by ORU's student conduct regulations and the directions of the Group Sponsor and his or her designees. I understand that the Group Sponsor has the right to enforce appropriate standards of behavior and that I may be dismissed from the Program at any time for failure to comply with such standards. ORU reserves the right to decline to accept or retain me on 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, including but not limited to my own welfare. Similarly, if my conduct violates any policy or procedure of ORU, I understand that I may be required to leave the Program at the sole discretion of ORU's agents and representatives, and may be referred to the appropriate ORU officials for further disciplinary or other action. I understand that if my participation in the Program is terminated by the Group Sponsor I will be sent home with no refund of fees. If I am sent home before completion of the Program, I understand that I will be responsible for any and all costs and expenses associated with my return home. In addition, I will forfeit all credits and rights of further participation in the Program.

B. I acknowledge and understand that, while I am a Participant, I am responsible for my own behavior and any legal or financial consequences just as I would be in Tulsa.

2. **INSTITUTIONAL ARRANGEMENTS** I understand that ORU does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that ORU is not responsible for matters that are beyond its control. I hereby release ORU from any injury, loss, damage, accident, delay, or expense arising out of any such matters.

3. **PROGRAM CHANGES** I understand that ORU reserves the right to make cancellations, substitutions or changes to the Program in its sole discretion, with or without notice, and ORU shall not be liable for any loss to Participants by reason of any such cancellation or change. ORU is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the Participant or ORU makes a flight arrangement. Any additional expense resulting from the above will be paid by the Participant. ORU reserves the right to substitute hotels or accommodations or housing of a similar category at any time. If I become detached from the Program group, fail to meet a departure vehicle, airplane, boat, or train, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

4. **INDEPENDENT ACTIVITY** I understand that, if I choose to travel independently before, after or during my free time in the Program, such travel will be unsupervised by ORU's agents or employees. I agree that ORU and its agents and employees shall have no responsibility or liability for injury, damage or loss suffered by me during such periods of independent travel.

5. HEALTH AND SAFETY

A. I hereby represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience, while in the program, and; and I release and absolve ORU of all responsibility and liability for any injuries, illnesses (including death), claims, damages, charges, bills and/or expenses I may incur while abroad, including periods before, during, and after the duration of the Program. I understand that this Travel Insurance policy is required and I will purchase it as a part of the program cost.

B. I understand that ORU will assist in providing information regarding health insurance for students, and that ORU requires Travel Participants purchase the Travel Insurance for minimum insurance coverage. I also understand, however, that I am responsible for ensuring that I am adequately covered by health and accident insurance including periods before, during, and after the duration of the Program. Evidence of emergency contact information and any information I want ORU to have on me regarding coverage for accident, illness, hospitalization, accidental death and dismemberment, and emergency medical evacuation is attached to this agreement, or has been provided to the ORU Travel Office.

C. I agree that ORU, through its agents and employees, may take whatever action is deemed necessary with respect to my health and safety, I authorize ORU and its agents and employees to place me, at their discretion and without my further consent, in a hospital or in the care of a local doctor for medical services and treatment. If necessary or desirable, I also authorize them to transport me back for medical treatment. I agree that I, along with my parents or guardian, will be fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care.

D. I agree to report to the Group Sponsor and Travel Office, as soon as I become aware of such, any physical or mental condition I have which may require special medical attention or accommodation while traveling. I understand that ORU may not be able to provide accommodations while traveling even if it could do so on campus, and that all requests for accommodations must be timely, initiated by me and processed according to the applicable policy as provided in the student handbook.

E. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that ORU is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, before, after or during the Program, ORU is not responsible for the cost or quality of such treatment or care.

6. ASSUMPTION OF RISK AND RELEASE OF CLAIMS

A. I hereby acknowledge my awareness that my participation in the Program may expose me to risk of property damage and bodily or personal injury, including death. I understand that the risks I may encounter include by way of example: airplane crashes, motor vehicle accidents, terrorist incidents, cuts, bruises, broken bones, political unrest, strikes, acts of God, sickness, and criminal acts as well as other risks that may or may not be foreseeable. I HEREBY ASSUME ANY AND ALL SUCH RISKS, AND I ACKNOWLEDGE THAT I AM RESPONSIBLE TO ACT REASONABLY AND PRUDENTLY WITH RESPECT TO MATTERS OF PERSONAL HEALTH AND SAFETY.

I understand and acknowledge that ORU 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 ORU, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, 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 carrier or other circumstances beyond ORU's control, with or without notice, or for any additional expenses occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, ORU will not be responsible for my hotel transfers, meal costs or other expenses. My baggage and personal property is at my risk entirely. The right is reserved by ORU, in its sole discretion, to cancel the Program or any aspect thereof after departure, requiring that all Participants return to ORU, if ORU determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued.

KNOWING THE RISKS DESCRIBED ABOVE, and in consideration of ORU's arranging for my participation in the Program, individually and on behalf of any family, heirs, assigns, and personal representative(s), to the maximum extent permitted by law, I HEREBY ASSUME THESE RISKS AND RELEASE, WAIVE, AND FOREVER DISCHARGE ORU, the Board of Regents of Oral Roberts University and their officers, trustees, agents and employees (the "Releasees") from liability for any and all harm, injury, claims, demands, rights, causes of action, costs and expenses of whatever kind, arising from or by reason of any loss, damage, or injury sustained by me or caused to my property, or the consequences hereof resulting from or in any way connected with my participation in the Program.

B. This Agreement shall be construed in accordance with the laws of the State of Oklahoma, which shall be the forum for any lawsuits filed against any of the Releasees incident to this Agreement or the Program. The terms of this Agreement shall be severable, such that if a court holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

7. ACKNOWLEDGMENT

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Signature of Participant

Date

(Please Print)

I (a) am the parent or legal guardian of the above Participant, (b) have read the foregoing Agreement (including such parts as may subject me to personal financial responsibility and assumption of risk), (c) am and will be legally responsible for the obligations and acts of the Participant as described in this Agreement, and (d) agree, for myself and for the Participant, to be bound by its terms.

Signature of Parent/Guardian

Date

Effective: February 21, 2001