

**Waiver, Release and Hold Harmless Agreement For
NMSU Faculty and Staff Participating in International Travel**

Recitals

I _____ (name of faculty or staff member), hereby acknowledge that I have read the U.S. Department of State Travel Warning regarding travel to _____ (the "Country of Travel") by United States citizens dated _____ and any other travel advisories or alerts regarding Country of Travel. I am aware that the State Department may issue additional or more severe warnings and I accept responsibility for keeping myself informed of such changes.

Notwithstanding the travel warnings and other information, I have voluntarily decided to travel to Country of Travel.

I understand that I am solely responsible for my own safety. I agree to exercise my best judgment and I understand that no one can guarantee my safety.

I recognize that should I decide to come home before finishing the academic work that I have chosen to pursue in this country, I will not be entitled to receive credit or a refund any fees or other expenses paid.

Furthermore, I represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

Agreement

1. The above Recitals are hereby acknowledged and incorporated into this Agreement.
2. I acknowledge that travel to stated Country of Travel involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in this program and travel to stated Country of Travel, regardless of whether or not caused in whole or in part by the negligence or other fault of New Mexico State University, its Regents, officers, employees and agents ("Released Parties").
3. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or as a result of my travel to Country of Travel, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
4. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my travel to said Country of Travel, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
5. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully, and I execute it voluntarily.

EXECUTED this _____ day of _____, 20__.

Employee Printed Name

Employee Signature

Date