



AUSM

Autonomous University of Social Movements

A project of the Mexico US Solidarity Network

(773) 583 - 7728

ausm@mexicosolidarity.org

www.mexicosolidarity.org

RELEASE AND INDEMNIFICATION AGREEMENT

I, the undersigned, have agreed to participate in the Autonomous University of Social Movements Study Abroad program (identified below as the “Program”). In consideration of the Autonomous University of Social Movements’ agreement to permit me to participate in the program, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. I understand that my participation is wholly voluntary. I certify that I am 18 years of age or older.

2. I have read and understood (a) the Health and Safety guidelines ([link](#)), (b) the U.S. State Department Consular Information concerning travel to, in, and around Cuba ([link](#)) (the “Travel Advisory”), and (c) the Mexico Solidarity Network Study Abroad “Conditions of Participation” ([link](#)) (the “Conditions”). I understand and agree that I am responsible for consulting with my physician and making decisions concerning pre-trip medical preparations. I understand that I am responsible for complying with the Conditions, any recommended or required precautions and procedures set forth in the Travel Advisory, and the policies and procedures of the Autonomous University of Social Movements Study Abroad Program as communicated to me from time to time.

3. Although the Autonomous University of Social Movements has made every reasonable effort to assure students’ health and safety while participating in the Program, there are unavoidable risks in travel overseas, including (a) those identified in the Health Guidelines, the Travel Advisory and the Conditions, and (b) those associated with strikes, civil unrest, terrorism, war, criminal activity, force majeure, weather conditions, public health risks, acts of God, and other possibly dangerous conditions beyond the control of the Autonomous University of Social Movements. I am aware of and understand the risks and dangers of travel to, in, and around Cuba, including the dangers to my own health and personal safety posed by terrorism, crime, civil unrest and violence. I hereby assume, knowingly and voluntarily, each of the risks described above and all of the other risks which could arise out of or occur during my travel to, from, in or around Cuba.

4. I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the Autonomous University of Social Movements, their employees, agents, officers, trustees and representatives (in their official and individual capacities) (“the AUSM Representatives”) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both (“Losses”), including but not limited to any claims, demands, actions, causes of action,



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from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, any activities or excursions, irrespective of whether they are sponsored, supervised or controlled by the Autonomous University of Social Movements, except for such Losses as may be caused by the gross negligence or willful misconduct of the AUSM Representatives. I also agree to indemnify and hold harmless the AUSM Representatives from and against any Losses.

5. This Agreement and the Conditions of Participation represent the complete understanding with Autonomous University of Social Movements concerning AUSM's responsibility and liability for my participation in the Program. This Agreement and the Conditions of Participation supersede any previous or contemporaneous understandings with the Autonomous University of Social Movements, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of the Autonomous University of Social Movements. Should any provision or aspect of this Agreement or the Conditions of Participation be found unenforceable, all remaining provisions of the Agreement or the Conditions of Participation will remain in full force and effect. Should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such dispute or lawsuit must be filed only in a court in Chicago or in the United States District Court for the District of Illinois, to the exclusion of any other court or jurisdiction. This Agreement and the Conditions of Participation shall be governed by the laws of the State of Illinois (without regard to its conflicts of laws rules).

6. I have shared the above information with those other parties responsible for payment or with related interest and understand that, before signing this Agreement, I have the right to consult with the advisor, counselor, or attorney of my choice.

Participant's Name (Please print): _____

Participant's Signature: _____ Date: _____

(Please make a copy of this agreement and keep with your records.)