## APPALACHIAN STATE UNIVERSITY ACKNOWLEGEMENT AND ASSUMPTION OF RISK AGREEMENT

Appalachian State University ("Appalachian") permits its employees to travel to engage in various teaching, research, and professional development opportunities both domestically and internationally. I understand that while I am traveling from Appalachian, that Appalachian does not and could not ensure that my activities, outside the control of Appalachian, will be free from risk. On the contrary, in light of events on and after September 11, 2001 and the COVID 19 pandemic, Appalachian cannot provide assurance with respect to either the safety of persons traveling anywhere in the world, the financial stability or viability of airlines, and other businesses in the travel industry.

In accordance with the above, I have planned travel to a location that is currently under either a United States Department of State Travel Advisory and/or a CDC Travel Health Notice that denotes an increase in risk to me and others traveling at this time. I acknowledge and understand that the United States Department of State has issued a Travel Advisory and/or the Centers for Disease Control and Prevention ("CDC") has issued a Travel Health Advisory for the location(s) that I intend to travel through or to. I certify that I have accessed the US Dept. of State website for alerts and warnings: <u>http://travel.state.gov/content/passports/en/alertswarnings.html</u> and the CDC website: <u>https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html</u> and that I have read in its entirety the travel advisories located on those sites.

The Department of State Travel Warnings and CDC Travel Health Advisories list numerous concerns, including those that could cause physical injury, illness, death, property damage and loss in addition to other personal risks. After carefully considering the US Department of State and CDC advisories referenced above, I still intend to travel at this time. I acknowledge and understand that Appalachian, after learning of the outbreak of the novel Coronavirus and the applicable United States Department of State, World Health Organization and CDC travel warnings advised that travel at this time is potentially unsafe. By signing this document, I am confirming that the decision to travel is wholly voluntary and I fully understand the potentially serious risks involved including risks of personal injury, illness and death, property damage or loss, travel restrictions and quarantines, and all of the risks outlined in the travel advisories.

I also assume:

- (a) sole and full responsibility for my safety and the safety of others traveling with me that are not associated with Appalachian, including but not limited to, children, spouses, friends, partners, significant others, and any other personal invited guest(s);
- (b) personal responsibility, including personal financial responsibility, if I act outside of the scope of my employment, engage in any illegal or inappropriate conduct, or fail to act when it would be necessary to ensure the safety of students or other employees traveling with me and may be personally responsible for an injury or damage that occur due to my action(s) or failure to act.

In connection with my decision to travel, I acknowledge and agree as follows:

1. I have been strongly advised that it would be potentially dangerous for me to travel to the location(s) that I have chosen or remain in that location(s) for any period of time. I understand the possible risks and dangers to me and my property associated with this travel. I have chosen voluntarily to travel and engage in the activities described above, and in reliance upon my own judgment and ability. I assume all risk of personal injury, illness, death, incarceration, and property damage or loss from any cause whatsoever, including, but not limited to, my own conduct, the failure of anyone to enforce laws, rules and regulations or inspect equipment or facilities, and the intentional acts or negligence of anyone else; and

Assumption of Risk and Indemnification Agreement Page 2

- 2. I will obtain and maintain travel insurance that includes health, accident and repatriation coverage acceptable to Appalachian throughout the periods of my travel; and
- 3. I acknowledge that I have read the current Travel Advisories from the State Department Notices (https://www.state.gov/coronavirus/) and the Travel on the CDC website (https://www.cdc.gov/coronavirus/2019-nCoV/index.html) related to COVID-19, well as as communications provided by Appalachian, and that I have carefully considered the risks of international travel at this time. I will continue to check the above-referenced resources and any other guidance from relevant authorities for further developments and any changes in the country location's travel warnings; and
- 4. I have represented to Appalachian that I am fully aware of the significant risks of traveling to the location(s), and that conditions in the location(s) may rapidly change for the worse; and
- 5. I understand that the health care systems of other countries may be or may become strained due to new COVID-19 outbreaks, outbreak growth, or other factors as the pandemic continues. I acknowledge that in the event I require medical care for any reason, access to medical care and supplies while traveling may be severely reduced or inaccessible, therefore placing me at additional risk of serious illness and, in some cases, death; and
- 6. I understand that evacuation from countries with COVID-19 outbreaks may not be possible whether you are exhibiting COVID-19 symptoms or not. Appalachian cannot assure that timely emergency evacuation will be possible; and
- 7. I understand that traveling to any location(s) I may be subject to personal injury, illness, death, property damage and loss in addition to other personal risks; and
- 8. To the fullest extent permissible by law, I hereby assume, knowingly and voluntarily, all risks of my travel. I hereby release, hold harmless and forever discharge the University, the University of North Carolina, State of North Carolina and their respective officers, agents, and employees from any and all liabilities, damages, expenses, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by me or any property belonging to me before, during and after travel to my location(s).

I certify that I am at least eighteen (18) of age, physically and mentally sound, fit to engage in the activities described above, and competent to enter into this agreement. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability has been made to me.

## I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT. I UNDERSTAND AND AGREE THAT IT WILL LEGALLY BIND ME AND MY ESTATE, AND I SIGN IT VOLUNTARILY.

Signature

Date

Printed Name