



## **ACKNOWLEDGMENT AND RELEASE AGREEMENT FOR INTERNATIONAL TRAVEL DURING AN ONGOING PANDEMIC**

This Acknowledgment and Release Agreement (“Release”) is executed in favor of Texas Tech University (“University”) by the undersigned University employee (“Employee”) for the purpose of acknowledging, assuming, and releasing the University from all risks associated with, related to, and resulting from Employee’s international travel during an ongoing pandemic.

### **1. PANDEMIC AND TRAVEL SAFETY INFORMATION**

Employee acknowledges the ongoing global Covid-19 pandemic (“Pandemic”) and all risks associated with international travel. Employee acknowledges they have had access, have read, and are familiar with all Pandemic and travel-related information available from the following sources:

- A. U.S. Department of State Travel Advisory for Employee’s Trip destination(s):  
<https://travel.state.gov/content/travel/en/international-travel.html>
- B. U.S. Centers for Disease Control and Prevention Travel Notices:  
<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>
- C. University Travel Guidance:  
<https://www.depts.ttu.edu/communications/emergency/coronavirus/travel/>

### **2. INTERNATIONAL TRAVEL INFORMATION**

Employee will travel abroad per plan listed in the International Travel Application. If additional destinations are added or the dates change, the Employee agrees to supplement this information by email to [travel.oia@ttu.edu](mailto:travel.oia@ttu.edu) as soon as possible.

### **3. VOLUNTARY TRAVEL**

Employee represents, warrants, and agrees they have exercised their sole discretion and willingness to travel abroad during the Pandemic. Employee’s participation in the Trip and travel abroad is not a requirement or condition of University employment. Employee acknowledges and agrees they are participating in the Trip voluntarily, at their sole risk and responsibility, that the University makes no representations or warranties regarding Employee’s safety during or related to the Trip, and the University has not required that Employee participate in this Trip or international travel.



#### **4. ACKNOWLEDGEMENT OF DANGERS AND RISKS**

Employee acknowledges and understands that participating in the Trip and international travel may expose the Employee to hazards or risks that may result in personal injury, illness, death, or damage to property, caused by (a) participating in the Trip or events and travel associated with the Trip; (b) traveling via any means of transportation to or from the Trip or during the duration of the Trip; (c) exposure to or use of materials, tools, supplies, equipment, machinery, environments, illnesses, viruses, or other items or conditions that are associated with or utilized during the Trip or related activities; or (d) exposure to other dangerous conditions associated with the Trip. Participant acknowledges these risks are not necessarily diminished by Participant's adherence to any safety measures recommended by the University or its employees or by any governmental authority (including but not limited to the U.S. Department of State travel advisories and the U.S. Center for Disease Control and Prevention's travel notices and Pandemic-related travel and safety guidance) and that such safety measures are merely intended to reduce the likelihood of injury to self, others, and property, not to eliminate risk or impose liability of any kind or character on the University.

#### **5. LOCAL RULES AND REGULATIONS**

Employee acknowledges and understands that the United States federal, state, and local governments; the Trip destination country(s) and their national or local governments; and any countries Employee may travel through at any point during the Trip (including countries in which Employee has a layover) may enact restrictions, including but not limited to entry restrictions, vaccination requirements, testing requirements, quarantines, and lockdowns. Employee acknowledge and agrees that such rules and regulations may disrupt the Trip and agrees that they are solely responsible for knowing, understanding, and complying with such governmental or similar requirements, including all related costs.

#### **6. UNIVERSITY AUTHORITY TO RESCIND APPROVAL**

Employee acknowledges, understands, and agrees that the University retains the right to withdraw institutional approval of the Trip and/or require return to the United States at any time.

#### **7. RESPONSIBILITY FOR MEDICAL NEEDS**

Employee is aware of their own medical risks and needs associated with the Pandemic. Employee understands that they are responsible for obtaining insurance valid for the Trip to protect against costs of hospitalization, physician care, evacuation costs, and/or other medical needs, including but not limited to needs that may arise in the event of Pandemic-related sickness, accident, injury, emergency, disability, and evacuation. The University presently provides limited travel protection and emergency resources for employees and students which the Employee may review here: <https://www.depts.ttu.edu/international/intlopr/intltravel.php> (the "OnCall Services"). Employee acknowledges, understands, and agrees that the University provides OnCall Services in its sole discretion and may revise or terminate the OnCall Services at any time.



## 8. RESPONSIBILITY FOR EXPENSES

Employee acknowledges, understands, and agrees that the University will not permit reimbursements from any source for deposits, down payments, change fees, or non-reimbursable airfares booked after March 26, 2021, for travel at any future time if the Employee has not followed guidelines listed on the International Travel Information [Website](#). This includes, but is not limited to, the registration of Employee's Trip with the University's contracted emergency assistance provider, OnCall International, the successful completion of the restricted regions travel request process, and the submission of an International Travel Application (ITA) to the appropriate authority, as well as any other protocols implemented by the University.

## 9. EMPLOYEE'S ASSUMPTION OF RISKS AND RELEASE OF UNIVERSITY

Notwithstanding the dangers, hazards, and risks of international travel during the ongoing Pandemic, including but not limited to those expressly set forth in this Agreement, Employee voluntarily and in their sole discretion acknowledges, understands, and agrees to accept and assume all risks associated with my decision to participate in the Trip and in any activities Employee undertakes in connection therewith, including but not limited to any personal travel during and/or outside of the dates of the Trip.

Employee understands and agrees that the University is not expected to control or avoid all risks associated with the Trip and related activities; therefore, in consideration of the benefits Employee will receive through their participation in the Trip, Employee does hereby **RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS, UNIVERSITY AND ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS AND CAUSES OF ACTION (INCLUDING COSTS AND ATTORNEY FEES) FOR ANY AND ALL DAMAGE TO PROPERTY, PERSONAL INJURY, ILLNESS, DEATH, AND THOSE THAT OTHERWISE OCCUR, ARISING OUT OF ANY ACTIVITIES CONDUCTED BY, WITH, OR UNDER THE AUSPICES OF THE UNIVERSITY, WHETHER CAUSED BY EMPLOYEE'S NEGLIGENCE, OR THE NEGLIGENCE OR ACTS OR OMISSIONS OF UNIVERSITY OR ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER PERSONS RELATED THERETO.**

## 10. COMPLIANCE WITH APPLICABLE LAW (INCLUDING TRAVEL AND QUARANTINE REQUIREMENTS)

Employee represents, warrants, and agrees to comply with all applicable laws at all times while participating in the Trip or Trip-related activities. Employee acknowledges that laws of my Trip destinations may differ from United States federal, state, and local law, and Employee acknowledges and agrees that they are solely responsible for complying with such laws, whether known or unknown.

Employee acknowledges, understands, and agrees that they are solely responsible for planning and arriving in advance in certain countries in order to fulfill any Pandemic-related quarantine requirements and that they may be required to quarantine upon my return to the United States and the University campus.



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## 11. MISCELLANEOUS

This Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Employee expressly agrees that this Release is intended to be as broad and inclusive as permitted by Texas law. The sole proper place of venue for any dispute arising out of this Release shall be in Lubbock County, Texas. By their signature below, Employee agrees to be bound by the terms of this Release for the duration of the Trip and related activities, whether such Trip began prior to, on, or after the signature date.

*Evan A. Perkowski*

Signature

July 13, 2022

Date

Evan A. Perkowski

Printed Name

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**Return this signed Agreement to the Office of International Affairs: [travel.oia@ttu.edu](mailto:travel.oia@ttu.edu)**