

**STUDENT OVERSEAS TRAVEL
ASSUMPTION OF RISK AND EXCLUSION OF LIABILITY AGREEMENT**

BETWEEN Queensland University of Technology of 2 George Street, Brisbane Queensland 4000
("QUT")

AND You

Your Name:	
Your QUT Student No:	
Your QUT Course Code:	
Your QUT Unit Code:	
Your Unit Coordinator's Name	
Trip Name	

DEFINITIONS

1 In this agreement:

'**Authorised officer**' means the Dean of the relevant Faculty.

'**Program**' means the program or activity for study or work sponsored or approved by QUT and more particularly described in the schedule to this agreement, including any travel to and from the location(s) for such study or work.

'**QUT**' means the Queensland University of Technology.

'**Student Rules**' means the Student Rules made by the QUT Council.

'**Travel Advice**' means a travel advice issued by the Department of Foreign Affairs and Trade (available online at <http://www.dfat.gov.au/travel/>).

'**You**' and '**Your**' means the person named as the student (above).

PARTICIPATION IN PROGRAM

2 You acknowledge that:

- (a) QUT has invited You to participate in the Program on the condition that You agree to the terms and conditions of this agreement;
- (b) participation in the Program is voluntary and that You are under no obligation to participate in the Program.

VOLUNTARY ASSUMPTION OF RISK

3 You acknowledge that there are inherent risks associated with Your participation in the Program.

4 Without limiting the generality of clause 3, You acknowledge that personal injury (including death) and property loss or damage are possible risks of Your participation in the Program, and may result from, without limitation:

- (a) travel associated with your participation in the Program;
- (b) kidnapping;
- (c) criminal activity;
- (d) terrorist attacks;
- (e) war or civil unrest;
- (f) lack of access to suitable health care; and
- (g) food and beverage contamination.

5 You acknowledge that You have knowledge of, and have considered, the risks associated with Your participation in the Program.

- 6 You voluntarily agree to participate in the Program and voluntarily agree to assume all risks in any way associated with Your participation in the Program.

TRAVEL INSURANCE

- 7 QUT maintains a travel insurance policy which will provide You with a level of cover while You are participating in the Program. A copy of that travel insurance policy is available on the QUT web site at http://www.abs.qut.edu.au/supply_services/travel/index.html QUT recommends that You carefully review that policy to determine whether the cover provided is acceptable to You. If the cover provided is not acceptable to You, QUT recommends that You effect and maintain Your own travel insurance policy.

TRAVEL ADVICE

- 8 Prior to travelling to any location for the purposes of participating in the Program, You agree that You will review all Travel Advices relating to that location.
- 9 While at a particular location for the purposes of participating in the Program, You agree that You will review all new or amended Travel Advices which may be issued relating to that location.
- 10 You acknowledge that QUT recommends that You comply with all relevant recommendations contained in all relevant Travel Advices.
- 11 Without limiting the generality of clause 6, You acknowledge that if You choose not comply with all relevant recommendations contained in all relevant Travel Advices, You do so at Your own risk.

LOCAL LAWS AND CUSTOMS

- 12 You agree to comply with the local laws and customs of any location to which You travel for the purposes of participating in the Program and acknowledge that non-compliance with such laws and customs may have legal consequences.

PERSONAL CONDUCT

- 13 You acknowledge that QUT has the authority to establish policies relating to the personal conduct of students participating in QUT sponsored programs and activities and agree to comply with any such policies.
- 14 You acknowledge that while You are participating in the Program You are a student of QUT and are subject to QUT's statutes, rules and policies and that you will accept the direction of the Registrar should a situation arise where the course/activity is suspended or cancelled on the basis of Travel Advices.

TERMINATION OF PARTICIPATION

- 15 You acknowledge that You will not suffer academic penalty for the unit(s) in which You were enrolled if You terminate Your participation in the Program:
- (a) in compliance with a recommendation contained in a relevant Travel Advice;
 - (b) in compliance with a recommendation from QUT to do so; or
 - (c) because You have a reasonable and genuinely held concern that You may suffer personal injury and/or property loss or damage as a result of Your participation in the Program

EXCLUSION OF LIABILITY

- 16 You agree that QUT, its officers, employees and agents shall not be under any liability to You in respect of any expense, loss or damage (including consequential loss or damage and loss of income and profit) however caused (including, without limitation, by any act or omission by QUT, its officers, employees or agents) which may be suffered or incurred by You, or which may arise directly or indirectly in respect of, or as a consequence of, Your participation in the Program or the termination of Your participation in the Program.

IMPORTANT NOTICE

If You sign this Agreement, You will be legally bound by the above terms and conditions.

If You have read and understood and agree to the above terms and conditions, please sign below to

signify Your agreement.

If You are under 18 years of age, this Agreement must also be signed by Your parent or guardian.

YOUR SIGNATURE

SIGNED by You:

)
)
.....

YOUR PARENT'S OR GUARDIAN'S SIGNATURE

SIGNED by Your parent or guardian if You are under 18 years of age:

)
)
.....

QUT'S AUTHORISED OFFICER'S SIGNATURE

SIGNED by the Dean for and on behalf of QUT:

)
)
.....

**SCHEDULE
DESCRIPTION OF PROGRAM**

[Insert description of Program]

After completion, return this agreement and the completed Student Overseas Travel Application form to the course coordinator or Dean's Office for approval.