

**State of Idaho Foreign  
Travel  
Assumption of Risk and Waiver of Liability Agreement**

It has been determined by \_\_\_\_\_ that the request for Foreign Travel to \_\_\_\_\_ for \_\_\_\_\_ is voluntary travel in support of the mission and objectives of \_\_\_\_\_.

It is recognized by \_\_\_\_\_ and \_\_\_\_\_ that travel to \_\_\_\_\_ has been determined to be high risk by the U.S. State Department and/or has been designated by the Office of Foreign Assets Control (OFAC) as a country which is the subject of economic trades sanctions; and/or has been excluded from coverage under the State of Idaho's Foreign Liability Policy by endorsement or due to certain conditions within the policy, including but not limited to war, terrorism, a named OFAC country or region; or any other applicable conditions whose effect is to exclude or limit coverage within the designated country or region.

In addition, both \_\_\_\_\_ and \_\_\_\_\_ confirm State of Idaho Risk Management has advised that travel be restricted from \_\_\_\_\_ due to its identification by the U. S. State Department as high risk, and/or subject to economic trades sanctions by OFAC, and/ or excluded by coverage under the State of Idaho's Foreign Liability Policy by endorsement or conditions.

**Affirmations:**

In acknowledgement of the preceding paragraphs, I, \_\_\_\_\_, affirm the following:

1. I understand that this document is intended to address risks associated with my travel to \_\_\_\_\_, including and particularly, such risks, if any, created by actions, or inactions that may result in a question of negligence on the part of the State of Idaho, \_\_\_\_\_, their directors, officers, and employees, agents, volunteers, successors, or assigns which include but are not limited to those causes listed in paragraph 6, below.
2. I have read and understood the U.S. State Department Travel Advisory regarding the risks of travel at this time in \_\_\_\_\_ including those with dangers specific to U.S. citizens.
3. I understand that the State of Idaho and \_\_\_\_\_ either under the State's own volition or by contract is unable to provide assistance should any risks, danger or hazard arise during my travel to \_\_\_\_\_ including safe transport and medical assistance, should the cause of those risks be due to war declared or undeclared, civil war, warlike action by a military force, insurrection, rebellion, revolution, usurped power, terrorism or threat of terrorism.
4. \_\_\_\_\_ of \_\_\_\_\_ has reviewed and discussed the dangers, hazards, and risks inherent in travel to \_\_\_\_\_ with me.
5. I understand that if I travel as an employee of the State of Idaho and its Agency, the State of Idaho cannot guarantee my safety.

6. I understand that the review of risks, hazards and dangers is not exhaustive and that other risks, not identified or known, and not reasonably foreseeable, may exist as relates to:
  - a. War
  - b. Terrorism
  - c. Civil Unrest
  - d. Disease
  - e. Acts of God
  - f. Strikes
  - g. Weather
  - h. Quarantine
  - i. Human Error
  - j. Crime
7. I understand the risks include injury and loss, both to my person and property.
8. I understand the risk of injury may include the possibility of permanent disability and death.
9. I acknowledge my responsibility to recognize and follow all local laws and restrictions.
10. I understand that medical treatment, such as vaccines or medication, may be required before or during travel and it is my responsibility to consult a physician and the Center for Disease Control regarding immunizations or other necessary precautions to protect against travel are my individual responsibility.

With these affirmations in mind, I have no physical or mental condition which, to my knowledge, would endanger myself or others if I travel abroad. I agree to abide by any established rules or regulations while engaged in this travel.

Agreements:

1. I understand and expressly assume all the risks and dangers of the activities contemplated by this Agreement, and I hereby release, waive, discharge, and covenant not to pursue any claims, suit or demand against the State of Idaho, \_\_\_\_\_, their officers, agents, servants, and employees from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me or to my property, while participating in any of the activities contemplated under travel to \_\_\_\_\_, resulting from war declared or undeclared, civil war, warlike action by a military force, insurrection, rebellion, revolution, usurped power, terrorism or threat of terrorism.
2. I also hereby release, waive, discharge and covenant not to pursue any claims whatsoever on account of any first aid, medical treatments, or other services rendered to me during my participation in the above activity.
3. I hereby agree to indemnify and hold harmless the State of Idaho and \_\_\_\_\_ from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may be incurred due to any occurrence, incident or event related to my travel to \_\_\_\_\_ as a result of war declared or undeclared, civil war, warlike action by a military force, insurrection, rebellion, revolution, usurped power, terrorism or threat of terrorism.

4. I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals.
5. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Idaho and that if any portion of it is held invalid, the balance shall continue in full force and effect.
6. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the party or parties in defending against such claim or suit.
7. This Agreement shall not be modified orally, and any amendment(s) or modification(s) must be in writing, signed and dated by both parties prior to the date of departure for the agreement to be deemed modified or amended.
8. I understand signature of the Advising/Authorized Agency Personnel serves solely as an acknowledgement of my review and comprehension of the agreement on behalf of the Agency, and in no way creates personal liability.

I have carefully read this form and fully understand and agree to its contents. I am aware that this is a legal document the intent of which is to act as release of liability, a waiver or claims, an agreement not to sue, an indemnity, and a contract between myself and the State of Idaho and \_\_\_\_\_ in relation to claims resulting from war declared or undeclared, civil war, warlike action by a military force, insurrection, rebellion, revolution, usurped power, terrorism, or threat of terrorism.

Date Departing U.S. \_\_\_\_\_ Date Returning to U.S. \_\_\_\_\_

Agreement dated this date \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Employee Requesting Travel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Advising/Authorized Agency Personnel

\_\_\_\_\_  
Date