

CIEE Release, Program Participant Contract and Binding Arbitration Agreement

This form is important. It includes terms and conditions and releases CIEE from liability. All participants over the age of 18 and parents or guardians of students under age 18 MUST sign this form.

I understand and agree that this agreement shall constitute a binding contract between the undersigned and "CIEE". "CIEE" is defined to include: the Council on International Educational Exchange, its owners, directors, officers, employees, and affiliates.

Release

Except for resident directors and staff, CIEE does not provide goods or services for your program including, for example, arrangements for or ownership or control over houses, apartments or other lodging facilities, airline, vessel, bus or other transportation companies, local ground operators, visa processing services, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, CIEE is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, CIEE is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of government, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, insects or pests, sanitation problems, food poisoning, epidemics or the threat thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of CIEE.

Indemnification Clause

I agree to indemnify and hold CIEE harmless from all claims and damages related to actions brought against CIEE for injury or damage caused by Participant and to reimburse CIEE for any expenses incurred for claims brought against CIEE while Participant is enrolled in the Program, present at a CIEE location or while using CIEE facilities, services, and equipment; based upon receipt of medical care or treatment for any physical or mental condition, etc., including, without limitation, claims which arise from Participant's negligence, horseplay, violation of any CIEE rule, willful misconduct, or criminal behavior.

Foreign Travel and Assumption of Risk

Travel in nations where CIEE operates programs may not be similar to travel within the Participant's home country. Programs in nations where CIEE operates can involve inconvenience and risk, including, but not limited to, forces of nature, geographic, and climatic conditions, different hygienic standards, infrastructure problems (such as road maintenance, transportation delays, and accommodation conditions), civil unrest, vandalism, crime, political instability, and terrorism.

Demonstrations, Rallies and Protests

Demonstrations, rallies, protests and the like are reasonably frequent in many countries. CIEE participants must not actively participate in any such events.

In addition, CIEE may advise that participants should not even observe certain such events, and in such a case, participants may not attend or observe any such event. In all cases observation of and/or attendance at or near any such events, whether or not subject to a CIEE warning or directive, entails risk

of physical injury, death and/or loss of property. As a result, any such observation, attendance or participation is solely at participant's own risk. I agree to hold CIEE harmless from any liability as a result of my attendance at or near or participation in any such event.

Medical services or facilities may not be readily available during all or part of a program and, if available, may not be equal to standards in the Participant's home country. Participant may be exposed, or expose others, to contagious and potentially harmful or deadly diseases including, but not limited to influenza, common cold, meningitis, or measles.

Participant may also be exposed to risks while traveling (including but not limited to, buses, trains, private cars, taxis, airplanes, and bicycles), exposure to large crowds (including, but not limited to, museums, festivals, musical events, sporting events, etc.), and exposure to risks related to receipt of treatment for any physical or mental condition.

Participant assumes all risk of bodily injury, death, emotional trauma, property damage, inconvenience, and/or loss resulting from such risks.

Right to Decline, Accept, Dismiss, or Retain

CIEE reserves the right to decline or to accept any person as a participant in any program at any time before the program begins or during the program or to dismiss a participant from the program if participant has failed to comply with any provision(s) of this contract, if the person's continued participation or presence in the program, in CIEE's view, constitutes a risk to that person's health, to the health or safety of a third party or to the enjoyment of or integrity of the program.

CIEE has an interest in preserving the character of the programs which require student discussion, interaction and intercultural understanding. The acceptance of the Participant's application will be based on CIEE's judgment of Participant's age, health, well-being, qualifications and maturity and/or whether participation could compromise the learning experience of other participants on the program and/or whether the Participant would be able to gain full benefit from participation in the program.

In the event a participant is dismissed from a program or voluntarily chooses to leave the program prematurely, no refunds will be made except in the case where programs are cancelled by CIEE in which case refunds will be issued as per the terms of Attachment A hereof.

Medical Condition/Care

I certify that I am in good health and do not have any physical or mental condition which will create a danger or hazard for me, other participants, or third parties.

Participant is solely responsible for medical care before participation on the Program, during the Program, and after the Program, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. Participant agrees to consult a physician qualified in travel medicine, immunizations and infectious/tropical diseases prior to Participant's departure for the Program.

In the event of a medical emergency, CIEE will attempt to cause appropriate treatment to be administered. However, CIEE makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered. I authorize CIEE and/or third parties to provide first aid assistance or obtain medical care for Participant or transport (including via ambulance) to a medical facility or hospital if, in the sole opinion of CIEE, or any such third party medical attention is needed. Any such care or transport will be at Participant's expense.

Perceived or actual epidemics (such as, but not limited to, SARS, bird flu, Ebola, etc.) can delay, disrupt, interrupt or cancel the Program.

Insurance

All U.S. Resident Participants on a Program located outside of the United States (or who are International Participants on the Program in Portland, Maine) are covered by travel insurance purchased for Participants by CIEE. The cost of this insurance is included in the Program Fee. Coverage provided by this policy is meant to **supplement** private insurance and to provide coverage for activities related to traveling abroad. Information on the coverage of this policy will be provided in an email sent to the Participant prior to departure. The purchase of additional medical, evacuation, trip cancellation, trip interruption, baggage loss/damage, accident/sickness and any and any other applicable insurance is strongly recommended.

I understand that health care and evacuations outside Participant's home country are not covered by most standard insurance policies and can be extremely expensive. I am solely responsible for payment of any and all medical evacuation, trip cancellation, trip interruption, baggage loss/damage, accident/sickness, or any other associated expenses incurred by Participant during or related to the Program which are not covered by the insurance purchased by CIEE due to benefit ceilings and/or exclusions to the policy. I understand that maintenance/preventative care is not a component of the CIEE insurance policy and that I am solely responsible for my medical, psychological, and physical condition for the duration of the Program. Should any medical, psychological, or physical problems arise during the course of the Program, I am solely responsible for any and all care that I may need; and all costs and expenses for any such care to the extent not covered by the CIEE insurance policy.

I agree to pay all costs and expenses associated with any and all medical care and related transportation provided for Participant and will indemnify and hold CIEE harmless from any costs or expenses incurred therein or claims originating therefrom.

Laws and Customs of the Host Country

Participant is obligated to comply with local laws and customs while traveling abroad. Many such local laws and customs may be substantially different from those in Participant's home country. I understand Participant's conduct can have an effect on the benefits intended by the Program for other participants, CIEE, and the Participant. Participant agrees to conduct himself/herself in a manner that will support mutually beneficial interaction with other participants and CIEE. Unacceptable conduct and Participant expectations are outlined in this Agreement and in the Program Rules ("Attachment B").

Expenses

I am solely responsible for any and all expenses and costs incurred by Participant before, during and after the Program except for the costs of items expressly listed on the CIEE High School Summer Abroad website as being covered by the Program Fee. Under no circumstances will CIEE be responsible for any expenses incurred by the Participant and/or Parent(s)/Guardian(s) in preparing for the Program (including, but not limited to, visa fees, passport fees, immunization expenses, flight costs, baggage fees including those for overweight baggage, spending money, etc.). Participant is also responsible for all costs accrued (including, but not limited to, telephone, postal expenses, additional medical costs not paid by insurance, etc.) before Participant returns home at the end of the Program or after receiving the bill. If Participant withdraws or is dismissed from the Program and must take an earlier flight home, Participant is solely responsible for the associated costs and expenses. It is strongly recommended that Participant have access to at least \$200 in spending money.

Paid Employment

Participant may not perform any paid employment while on the Program. Participant may participate in volunteer activities, only if organized by CIEE.

Returning Home, Withdrawal, or Dismissal

Voluntary return to Participant's home country before the end of the Program is possible only under exceptional circumstances and requires the written consent of CIEE. Returning to Participant's home country without permission from CIEE will result in the dismissal of Participant from the program.

If Participant withdraws from the Program, CIEE must be notified in writing. Withdrawals are only effective upon the date of receipt of the written notification by the CIEE High School Summer Abroad Department. The possibility of a refund for any Program Fees is determined by Attachment A.

If a visa is required for entry to the Program host country and Participant withdraws or is dismissed from the Program before the Program end date, Participant may not use the visa to enter or remain in the Program host country. CIEE may report the withdrawal or dismissal to the appropriate immigration officials.

A violation of this Contract may result in the immediate dismissal of Participant from the Program and an immediate return home. I agree to bear any costs arising as a result of the premature termination of Participant's stay on the Program. The cost of the flight for the early return to Participant's home country due to withdrawal or dismissal from the program will be the responsibility of Participant. If CIEE secures and pays for a flight home due to withdrawal or dismissal, I agree to reimburse CIEE within 30 days.

Privacy

CIEE retains the right, in its sole discretion, to contact Participant's school, parent(s)/guardian(s), homestay parents, dormitory chaperones or medical practitioner(s) with regard to health issues or any other matter whatsoever which relates to the Program. These rights transcend any and all privacy regulations that may otherwise apply.

Photographs

CIEE reserves the right to take photographic or film records of the Program and/or Participant and CIEE reserves the right to use and/or disseminate documents and materials created by the Participant while on the Program. Furthermore, CIEE may use such records, documents and materials for promotional and/or commercial purposes without compensation and without liability.

Program Expectations and Rules

Participant is expected to take an active role in the Program, including orientations, seminars, cultural activities and all other events prescribed by CIEE and the Program. Participant is expected to represent his/her home country, town and school as an "ambassador" and thus make a considerable contribution towards the understanding between his/her host country and his/her home country. Participation in all Program activities is a mandatory component of the Program. Unsatisfactory participation, lack of compliance with program rules, and/or poor attitude is cause for dismissal.

CIEE reserves the right to make changes in the Program's itinerary as well as other changes, including, but not limited to, substitutions of or changes in excursions, activities, orientations, and topics listed currently on the CIEE High School Summer Abroad website. CIEE is not liable for any and all such changes and expectations arising therefrom.

Participant may be placed with a host family, without regard to race, religion, or socio-economic status and if so, will live as a member of the family; will conform to the obligations, rules and customs of the family. A Host Family may be composed of a single person without children (but female participants will not be placed with a single male host family), single parent with children, a couple without children (or with adult children who no longer live at home), or a couple with children in the home. Participant may share a room with a host sibling of the same sex or another CIEE Participant of the same sex. Participant's day-to-day activities will require the consent of the host parent(s). Participant must inform the host parent(s) where he/she is at all times Participant may travel with the host family on organized (and adult-supervised) trips.

Participant may be placed in a dormitory, and if so, will be subject to the rules as they are stated by the University/Dormitory and CIEE. If Participant is staying in a dormitory he/she will be sharing a room with another participant(s) of the same sex.

Participant is not permitted to travel independently by any mode of transportation (including but not limited to, walking, biking, taxi, bus, train, plane, ferry, etc.) other than as specifically advised by CIEE during the program. Hitchhiking, driving any form of motorized vehicles, such as automobiles, motorbikes and/or motorcycles; or the purchase or possession of weapons is strictly prohibited.

The possession and/or use of marijuana, alcohol, or any other controlled substance or drug (except as prescribed by a doctor for the Participant), is grounds for immediate dismissal from the program.

Participant may not participate in any sexual activity, misconduct, harassment, or indecent conduct (including, but not limited to, sexual intercourse, "sexting", use or distribution of sexually explicit or exploitative materials, lewd exposure, obscene or indecent gestures, sexual harassment of others, bullying, etc.), initiate any "life-changing" decisions, events or actions (including, but not limited to, changing religion, pregnancy, marriage, etc.), or altering his or her body in any way (including, but not limited to, tattoos, body piercing, etc.), even if Parent(s)/Guardian(s) gave permission.

Participant must follow all rules, expectations, and terms within this Contract as well as the rules and expectations outlined in Attachment B.

Severability

If any portion of this contract is held invalid, the remaining portion of the Contract will continue in full legal force and effect.

Binding Arbitration

I agree that any dispute concerning, relating, or referring to this contract, the brochure, or any other literature concerning my program, or the program itself shall be resolved exclusively by binding arbitration in Portland, Maine, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive Maine law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

Acknowledgment and Understanding

I acknowledge freely and voluntarily signing this Contract.

This form must be signed by the Participant **but if under age 18**, by his/her Parent or Legal Guardian. If Participant is under the age of 18, Parent(s)/Guardian(s) expressly acknowledge that he/she is signing the Contract on behalf of the Participant and that the Participant will be bound by all of the terms of the Contract.

Print Participant Name: _____

Participant Signature: _____

Print Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____

Attachment A Fees and Cancellation Policy

COST TYPE	WHEN DUE	AMOUNT	REFUND POLICY
Application Fee	Due upon submittal of application	\$25	Non-refundable
Acceptance Deposit	Due within 15 days of acceptance	\$1,000	Non-refundable
Program Fee Balance	Due April 8, 2016	Amount varies for each Program	See cancellation and refund policy below
<p>CANCELLATION AND REFUND POLICY \$25: non-refundable application deposit after submitting application \$1,000: non-refundable after April 8, 2016 Half of the Program Fee (amount varies for each program): non-refundable after May 12, 2016 Entire Program Fee (amount varies for each program): non-refundable after the Program departure date (including if a participant withdraws or is dismissed) If a Program is cancelled by CIEE for any reason whatsoever (prior to Participant departure): CIEE will refund 100% of Program fees and deposit paid (less the \$25 Application Fee)</p>			
<p>OTHER APPLICABLE FEES \$25.00 is applied for a returned check</p>			

Attachment B Program Rules

These Program Rules outline important terms, rules, and expectations that **MUST** be followed while on the Program. They are designed for the Participant's safety and created with the Participant's best interests in mind. They are key factors to having a successful experience abroad. CIEE reserves the right to change or add to these Rules at any time.

1. **You must be an active participant.** Participating in all program activities, outings, and classes is mandatory. If you are not an active participant, you may be dismissed from the program and sent home.
2. **You should represent your home country, town, and school as an ambassador.** Make an effort to contribute to the intercultural understanding between your home, the other participants and your host country.
3. **You must respect your host family and follow its rules and expectations** regarding curfew, chores, internet and phone use. You must tell them where you are going, who you will be with, and when you will be home. Activities, including inviting any friends to your host home, must be approved by your host family.
4. **You must be back at your host family home or in your dorm room by the set curfew time.**
5. **If you are not living with a host family, you must be in your assigned room after curfew.**
6. **You may not have guests from outside the Program visiting your room at any time.**
7. **You are responsible for your own health and well-being.** Bring and take all necessary medications, speak up if you need to see a doctor or go to a hospital. Inform CIEE if you are not feeling well.
8. **You must follow the laws of your host country,** even if they are different from the laws in your home country – if you break a law, you will be dismissed and could be subject to local criminal prosecution.
9. **If you do any of the following, you will be dismissed** from the program and sent home :
 - a. Using, purchasing, distributing or possessing illegal drugs
 - b. Using, purchasing, distributing or possessing any prescription drugs other than the personal use of medications prescribed by your physician
 - c. Smoking or consuming tobacco products
 - d. Engaging in any criminal conduct or breaking any laws of the host country
 - e. Using, purchasing or possessing of any weapons or use of any firearms
 - f. Hitchhiking
 - g. Driving any form of motorized vehicle – cars, motorbikes, motorcycles, mopeds, etc.
10. **You will be dismissed from the Program if you use, purchase, or possess any alcoholic beverages,** whether or not you are of legal drinking age in the host country.

11. **You may not engage in any sexual activity, misconduct, harassment, or indecent activity** (such as sexual intercourse, “sexting”, use or distribution of sexually explicit photos, videos or materials, lewd exposure, obscene or indecent gestures, sexual harassment, use of any online dating apps, etc.).
12. **You may not make any “life-changing” decisions, events, or actions** (such as changing religion, pregnancy and marriage).
13. **You may not alter your body in any way** (such as tattoos or body piercing), even if you have permission from your Parent(s)/Guardian(s).
14. **All travel and transportation must be authorized by CIEE and/or your host family** including walking, biking, taxi, bus, train, plane, ferry, etc.
15. **You should not engage in any loud and/or abusive behavior** towards others; bullying or have unwillingness to cooperate with CIEE and the other participants on the Program. It is unacceptable to engage in behavior that may be damaging to other participants, yourself, other people around you, your host family, CIEE, or any other person/organization with which you have contact.
16. **You must participate in and complete the Online Pre-Departure Orientation (OPDO) Course** before you depart for your Program.
17. You may not engage in any kind of paid employment or obtain a job. You may participate in volunteer activities, organized by CIEE, only if you are enrolled in a Service & Leadership program.
18. You must have access to money in the event of an emergency. If you plan on making any purchases not included in the Program Fee, you must have your own spending money.
19. Please remember that your personal property is not the responsibility of CIEE or your host family. Any lost or stolen personal property (including money) is your responsibility.
20. Please remember that you can only bring one checked bag on the plane and must follow all airline restrictions and rules. You are also responsible for any additional fees (including overweight baggage) incurred during travel.
21. If you are participating in a Language Program and received a tablet for your use during the Program, please remember this is property of CIEE.
22. **If you do not participate, comply with these rules, or display a poor attitude, you may be dismissed from the program and sent home.**

Student Signature

Date

Parent/Guardian Signature (if student under age 18)

Date