



## **CIEE Program Participant Contract and Forum and Methodology for Dispute Resolution Agreement**

**This form is important. Please read it carefully. All participants over the age of 18 and parents or guardians of participants under age 18 MUST sign this form.**

I understand and agree that this Contract shall constitute a binding contract between the undersigned and "CIEE". "CIEE" is defined to include: the Council on International Educational Exchange, its affiliates and its and their owners, directors, officers, and employees, including the Baltic-American Freedom Foundation.

### **Release**

Except for CIEE resident directors and staff, CIEE does not own or operate any entity which is to or does provide goods or services for the Program including for example arrangements for or ownership or control over houses, apartments or other lodging facilities, classrooms or study 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, host schools, etc. All such persons and entities who provide these goods and services 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 system 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**

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 such claims brought against CIEE while Participant is enrolled in the Program, present at a CIEE location or while using CIEE facilities, services, and/or equipment, as well as for costs and expenses 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.

I agree to accept responsibility if Participant's acts or omissions cause or threaten to cause damage of any kind whatsoever to third parties. Further, in the event of such damage or loss, I agree to indemnify and hold CIEE harmless from any and all liability or actions taken by third parties for said damage or loss.

**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.

Medical services or facilities may not be readily available during all or part of the 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, 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.

**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.

**Right to Decline, Accept, Dismiss, or Retain**

CIEE reserves the right to decline to accept or 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 his/her continued participation or presence in the program, in CIEE's view, constitutes a risk to Participant'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 its programs, all of which require Participant 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 whether Participant would be able to gain full benefit from participation in the program.

In the event Participant is dismissed or withdraws from the program, the costs associated with the dismissal or withdrawal will be agreed upon by the Participant, their parent(s)/guardian(s) and the Baltic-American Freedom Foundation team.

I understand that any violation of any term of this Agreement or of the Program Rules (“Attachment A”) may lead to Participant’s termination from the Program and/or an early return home at the Participant’s expense.

### **Medical Condition and Care**

I certify that Participant is in good health and do not have any physical or mental condition which will create a danger or hazard for Participant, other participants, or third parties. Participant agrees to complete and submit the Health History and Consent Forms with Participant’s primary care physician or qualified medical professional after acceptance on a CIEE program and by the required deadline. If the Health History and Consent Forms are incomplete by the deadline, CIEE retains the right to cancel Participant’s application, deny participation in the program, and/or revoke or suspend any scholarship award.

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. Participant agrees to bring enough medication with them to last the entire program. CIEE strongly recommends bringing extra medication as well because not all medications (or an equivalent) will be available in every country. If Participant is taking a prescription medication and does not bring enough to last the entire program, Participant will be dismissed from the program if CIEE Staff determines Participant’s health, wellbeing and/or safety are at risk.

In the event of a medical emergency, CIEE will attempt to secure appropriate treatment. 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 and/or obtain medical care for Participant and/or transport (including via ambulance) to a medical facility or hospital if, in the sole opinion of CIEE, or any 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, Zika, SARS, bird flu, Ebola, etc.) can delay, disrupt, interrupt or cancel the Program.

### **Insurance**

All foreign (non-U.S. resident or citizen) participants on a Program located in the United States are covered by travel insurance purchased for participants by CIEE. The cost of this insurance is included in the Program. 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, and during orientation. Participants are responsible for reading the policy carefully and purchasing additional coverage should they feel it is appropriate or desired.

I acknowledge and understand that I am responsible for paying any and all medical costs up front. The Participant must pay a co-pay at the time of the medical visit and may need to pay for additional costs up front. If the Participant pays more than the co-pay, then the receipts must be submitted for reimbursement. Therefore, Participant will need to have access to money in case of an emergency to pay for any medical costs. Participant should keep all receipts, invoices, and claim information from any and all medical care and can then submit them for reimbursement. CIEE is not responsible for advancing these costs for Participant. More information on submitting claims for reimbursement will be provided to all Participants prior to departure.

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 (for example because of benefit ceilings and/or exclusions to the policy). I understand that maintenance/preventative care is not included in the CIEE insurance policy and that I am solely responsible for Participant's 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 Participant 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 at the time they are incurred or within 30 days of receiving the bill 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 can result in dismissal from the Program with no right of refund.

### **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 Global Navigator High School Summer Abroad website and the Baltic-American Freedom Foundation website as being covered by the Program. Under no circumstances will CIEE be responsible for any expenses incurred by the Participant 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, expenses incurred because of travel disruptions, etc.). Participant is also responsible for the payment of all costs incurred (including, but not limited to, cost of lost or damaged CIEE issued tablet or cellphone, telephone, postal expenses, additional medical costs not paid by insurance, etc.) before Participant returns home at the end of the Program or within 30 days of receiving the bill, whichever occurs first. If Participant withdraws or is dismissed from the Program and must take an earlier flight



home, the cost will be agreed upon by the Participant, their parent(s)/guardian(s) and the Baltic-American Freedom Foundation.

The cost of Participant's flight is covered by the Baltic-American Freedom Foundation Leadership Academy scholarship. The flight will depart from Tallinn, Vilnius or Riga. Participant is responsible for all costs associated with traveling to and from those cities for the flight and any baggage fees.

It is strongly recommended that Participant have access to at least \$300 in spending money.

### **Paid or Volunteer Employment**

Participant may not perform any paid or unpaid (volunteer) employment while on the Program. However, Participant may participate in volunteer activities but only if organized by CIEE.

### **Withdrawal Before or During Program**

Withdrawals prior to program start must be done by notification in writing to CIEE. Withdrawal will be effective upon date of receipt of the written notice to the Baltic-American Freedom Foundation and CIEE Global Navigator High School Summer Abroad Department.

If Participant chooses to withdraw from the Program and return home early, all costs associated with returning home (such as flight change fees or accommodation costs) will be agreed upon by Participant, their parent(s)/guardian(s), and the Baltic-American Freedom Foundation.

### **Dismissal from Program**

A violation of this Contract (including the Program Rules in Attachment A) may result in the immediate dismissal of Participant from the Program and an immediate return home.

In the event that CIEE staff or the Baltic-American Freedom Foundation believe Participant violated any of the Program Rules and/or that unauthorized drugs, alcohol or other contraband may be in Participant's room, a search thereof may be undertaken without advance notice. CIEE retains the right, without notifying the parent/guardian, to inquire of and, in and as it deems appropriate, obtain written statements concerning actual or possible violations of any Program Rules.

If Participant is dismissed from the program, Participant must immediately return home. Participant, their parent /guardian and the Baltic-American Freedom Foundation, will discuss and agree upon the expenses and costs associated with the early return home.

If a visa is required for entry to the Program host country and Participant 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 dismissal to the appropriate immigration officials.

Participants who are dismissed from the program will not receive Certificates of Completion from CIEE or the Baltic-American Freedom Foundation.

### **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 and Participant Work**

CIEE reserves the right to take photographic or film records of the Participant while on the Program. Additionally, CIEE reserves the right to use and/or disseminate documents and materials created by the Participant while on the Program. This includes but is not limited to work submitted to instructors and CIEE Staff while in-country and materials sent by Participant to CIEE Staff before, during, or after the program. Furthermore, CIEE may use and/or disseminate any such photographs, film records, documents, and materials for promotional and/or commercial purposes without compensation and without liability.

### **Program Expectations and Rules**

Participant must take an active role in the Program, including orientations, classes, seminars, cultural activities and all other events prescribed by CIEE and/or 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 Global Navigator High School Summer Abroad website. CIEE is not liable for any such changes and expectations arising therefrom.

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 gender.

CIEE does not permit natural parent(s)/guardian(s), relatives or friends to visit while he/she is participating in the Program. Relatives and friends may only visit upon conclusion of the Program. Participants may not leave the Program early or miss any days of or events in the program to visit with natural parent(s)/guardian(s), relatives, or friends while the Program is still in session.

Participant may not arrive at the program location (where they will meet CIEE Staff) prior to the program start date or remain at the program location after completion of the program. Participant must arrive to the program location on the start date and leave the program location on the program end date.

Participant is not permitted to travel independently by any mode of transportation (including but not limited to, walking, biking, taxi, shared ride, mobile app ride, bus, train, plane, ferry, etc.) other than as specifically advised by CIEE during the program. Participant will be dismissed from the program if they hitchhike, drive any form of motorized vehicles, such as automobiles, motorbikes and/or motorcycles.



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

Participant may not engage in any sexual activity, misconduct, harassment, or indecent activity including but not limited to sexual intercourse, “sexting”, use or distribution of sexually explicit or exploitive photos, videos or materials, lewd exposure, obscene or indecent gestures, bullying, sexual harassment, use of any online dating apps, initiate any “life-changing” decisions, events or actions (including, but not limited to, changing religion, pregnancy, marriage, etc.), or altering their body in any way (including, but not limited to, tattoos, body piercing, etc.), even if the natural Parent(s)/Guardian(s) gave permission.

If Participant will be using a bicycle during the program, Participant will be asked to sign an additional Bike Safety Contract and Release prior to the start of the program. This contract will outline the rules and safety procedures for using a bike in a foreign country, including the requirement to wear always a helmet.

Participant must follow all rules, expectations, and terms within this Contract, The Program Rules and Expectations outlined in Attachment A and any other rules announced by CIEE Staff on site.

#### **Severability**

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

#### **Forum and Methodology for Dispute Resolution**

I agree that any dispute or claim which refers or relates to this contract, any literature related to the Program, or the Program itself, shall be litigated solely and exclusively in and for courts in Portland, Maine, subject to substantive and procedural Maine law, and for this limited purpose, the parties agree to exclusive venue and personal jurisdiction therein. At the Participant’s option, however, in lieu of litigation, CIEE will agree to binding arbitration in Portland, Maine, subject to substantive but not procedural Maine law, pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, 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**

Participant and Parent(s)/Guardian(s) have carefully read the above provisions of the Contract and fully understand its terms. Participant and Parent(s)/Guardian(s) voluntarily sign this Contract.

This form must be signed by the Participant but if under age 18 at the time of signing also 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 Program Rules

These Program Rules outline important terms, rules, and expectations that **MUST** be followed while on the Program. These program rules 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.

Parents/Guardians and Participants, regardless of age must review and commit to these Program Rules before submitting an application for the program. Breaking certain rules will result in immediate dismissal from the program.

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 will be dismissed from the program and sent home.
2. You must be respectful of CIEE Staff, instructors, program leaders, administrators, and other supervising staff. If you are disrespectful or show a poor attitude towards any program staff, you may be dismissed from the program and sent home.
3. 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.
4. You must follow the rules and expectations set by CIEE and the owner of the dormitory where you are residing. You must tell CIEE Staff where you are going, who you will be with, and when you will be home. CIEE Staff must approve activities outside of the program schedule in advance. You may not have guests visiting your dormitory room at any time; guests can visit you in the common areas of the dormitory with advanced approval from CIEE Staff.
5. You must be back in your dorm room by the set curfew.
6. 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 Staff if you are not feeling well.
7. If you are taking prescription medication and do not bring enough to last you the entire program, you may be dismissed from the program if CIEE Staff determines your health, wellbeing and safety are at risk.
8. You must follow the laws of the United States, even if they are different than 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 immediately dismissed from the program and sent home:
  - a. Using, purchasing, distributing, or possessing alcoholic beverages in any amount, whether or not you are of legal drinking age in the host country.
  - b. Using, purchasing, distributing, or possessing marijuana, illegal drugs, or any other controlled substance or drug (except as prescribed by a doctor for the Participant).
  - c. Smoking or consuming tobacco products
  - d. Engaging in any criminal conduct or breaking any laws of the host country
  - e. Using, purchasing, distributing, or possessing of any weapons or use of any firearms
  - f. Hitchhiking
  - g. Driving any form of motorized vehicle such as cars, motorbikes, motorcycles, mopeds, etc.

10. You may not engage in any sexual activity, misconduct, harassment, or indecent activity including but not limited to sexual intercourse, “sexting” (transmission of material that is sexual in nature by phone, email, SMS, or social media), use or distribution of sexually explicit or exploitive photos, videos or materials, lewd exposure, obscene or indecent gestures, bullying, sexual harassment, use of any online dating apps, etc.
11. You may not make any “life-changing” decisions, events, or actions including but not limited to changing religion, pregnancy and marriage.
12. You may not alter your body in any way including but not limited to tattoos or body piercing, even if you have permission from your Parent(s)/Guardian(s).
13. Participant is not permitted to travel independently by any mode of transportation including but not limited to, walking, biking, taxi, shared ride, mobile app ride, bus, train, plane, ferry, etc. other than as specifically advised by CIEE during the program.
14. You should not engage in any loud and/or abusive behavior towards others; bullying or be unwilling 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, CIEE, or any other person/organization with which you have contact.
15. You must participate in and complete the online Orientation Course. (The course will begin in mid-January or shortly after your confirm your participation in the program. You can complete the course at your own pace. It must be completed in full by the required deadline.) Any additional program rules outlined in this course also apply to all participants.
16. You must complete all tasks in your CIEE My Account by the stated deadlines or your application may be canceled and/or your scholarship revoked.
17. You must have access to money in the event of an emergency. If you plan to make any purchases not included in the Program, you must have your own spending money. CIEE recommends you have access to at least \$300.
18. Your personal property is not the responsibility of CIEE. Any lost or stolen personal property (including money) is your responsibility.
19. You can only bring one checked bag and one carry-on on the plane. You must follow all airline restrictions and rules. You are also responsible for any additional fees (including overweight baggage) incurred during travel.
20. If CIEE issued you a tablet or laptop to use during the program, you will sign a technology agreement about tablet use prior to program start. The tablet or laptop is the property of CIEE and must be returned at the end of the program prior to departure.
21. Your natural parents, relatives, or friends may not visit you while you are on your program. You may not leave the program at any time to visit with your natural parents, relatives, or friends.
22. Participant may not arrive at the program location (where they will meet CIEE Staff) prior to the program start date or remain at the program location after completion of the program. Participant must arrive to the program location on the start date and leave the program location on the program end date.

Participant Signature: \_\_\_\_\_

Parent/Guardian Signature (if participant under age 18): \_\_\_\_\_

Date: \_\_\_\_\_