

# Agreement & Release Form

**THIS AGREEMENT AND RELEASE** is between \_\_\_\_\_  
("Participant") and Cross-Cultural Solutions ("CCS"). This Agreement and Release is entered into in connection with a program offered by CCS, under which CCS provides the opportunity for Participants to participate in providing humanitarian and educational assistance primarily in locations outside of the United States. Participant enters into this Agreement and Release in consideration of participation in a CCS program and for other good and valuable consideration, the sufficiency of which the parties acknowledge. To indicate agreement with the stated policies, initial at the bottom of each page with a full signature on the final page of this document.

***Note: Participant and, if Participant has not yet reached the age of 18 years, his or her parents or guardian, should not sign this Agreement and Release until Participant and, if applicable, his or her parents or guardian, have read it carefully and understand its contents. This document is a legally binding release, which, in certain situations, will reduce or eliminate the legal rights and legal recourse of Participant and his or her parents or guardian.***

If Participant is younger than 18 years of age, this Agreement and Release must be signed by the parents or legal guardian of Participant, and, in such case, all references below to Participant include his or her parents or guardian.

## 1. Payment Policy

Participant has agreed to pay the applicable program fee in consideration of CCS providing the opportunity for Participant to participate in providing humanitarian and educational assistance, and in consideration of CCS providing accommodations and other services for Participant as set forth below. A \$350 non-refundable deposit, payable by check or credit card, is due at the time of enrollment. The remainder of the program fee and the completed registration forms, including this Agreement and Release, are due 60 days prior to the date that Participant is scheduled to arrive at the location designated by CCS as the start location (the "scheduled arrival date"). Registration forms received less than 60 days prior to the scheduled arrival date will be accepted only upon review and subsequent approval of CCS. If payment in full for program fee is not received on or before the due date, the participants program will be cancelled.

## 2. Cancellation and Refund.

CCS reserves the right, in its sole discretion, to reject an individual at any time prior to departure, or to cancel the CCS program in which Participant is scheduled to participate. In the unlikely event of such a cancellation, or if Participant has been rejected, the total amount paid to CCS will be refunded, unless the cancellation is due to non-payment of the program fee by program the fee due date. Other than such refund, CCS will not be responsible to Participant for any other refund, costs, interest, liability or damages of any kind.

If Participant cancels for any reason, Participant must notify CCS in writing. The cancellation will be effective upon receipt of the writing by CCS in its offices in New Rochelle, New York. CCS incurs substantial administrative and planning costs prior to the departure of Participant. Therefore, regrettably, if Participant cancels his or her participation in the CCS program, funds paid by Participant to CCS can be refunded only as set forth below. The \$350 non-refundable deposit will not be refunded. Participant, however, may apply the \$350 deposit to another CCS program to be scheduled within 12 months of the scheduled arrival date, subject to space availability. If the cancellation is effective more than 60 days prior to the scheduled arrival date, the program fee paid, less the deposit, will be refunded. If the cancellation is effective between 60 and 31 days prior to the scheduled arrival date, Participant will be charged 50% of the program fee and the balance, less the deposit, will be refunded. If the cancellation is effective within 30 days prior to the scheduled arrival date, Participant will be charged 75% of the program fee and the balance, less the deposit, will be refunded. No portion of the program fee is refundable if the cancellation is received on or after the scheduled arrival date. Furthermore, no refunds will be made for unused portions of the program or because of Participant's failure or inability to participate in the CCS program.

As pointed out below, Participant is responsible for transportation to the start location. Participant is solely responsible for any airfare or other travel fees, charges, expenses or penalties, that might result from any cancellation of or change in Participant's program, whether Participant cancels the program or it is cancelled or altered by CCS.

***It is very important that Participant understands the cancellation policy. If it is not clear, Participant should ask for clarification. CCS cannot make exceptions to this cancellation policy for any reason, including medical emergencies. CCS strongly urges Participant to purchase trip cancellation insurance.***

### **3. Donations Restricted to Benefit Participant.**

At times, organizations or individuals make donations to CCS for the express purpose of paying some or all of the costs of a Participant's program. Any such restricted donations made towards program fees are non-refundable. If Participant does not participate in the program for any reason, unused restricted donations, if any, will be deposited in the scholarship fund for the benefit of subsequent Participants.

### **4. Participant's Responsibility for Costs, Third Party Suppliers.**

The program fee covers all food, lodging, in-country ground transportation, administrative expenses, and program costs, as described in more detail in the program literature for Participant's program, except that Participant is responsible for 1) travel to and from the start location, 2) any additional costs incurred during free-time, personal time or on activities which are outside Participant's program, and 3) any costs incurred should Participant choose to remain past the time scheduled for Participant's program.

During Participant's program, CCS may arrange with third parties for goods or services for Participant and, if such goods and services are covered by the program fee as set forth above, CCS will pay for such goods and services. Otherwise, the goods and services will be the responsibility of Participant. CCS, however, is not responsible for the acts or failures of anyone who provides goods and services in connection with Participant's participation in a CCS program, and CCS is not responsible for any costs or loss that Participant may incur because of delays or losses caused by any airline, other transportation or car rental company, travel agent, hotel, restaurant, medical facility or other companies providing goods and services, regardless of who arranged or paid for such goods and services. In addition, CCS is not responsible for any costs or loss that Participant may incur because of any act or failure to act by any governmental entity, including any delay or change of travel plans caused by any action by any governmental entity.

### **5. Acknowledgment and Release.**

Under the program, Participant will participate in activities that may be outside of the United States. Often, the locations of CCS programs are in countries that are referred to as developing countries and the conditions may be difficult. Participant may be called upon to exercise extra care for his or her own person and belongings. Participant has informed himself or herself of the conditions in the countries and locations where Participant will be during Participant's participation in the CCS program, has consulted with appropriate medical personnel, and has determined that his or her health is adequate to participate safely in Participant's program.

Participant understands that CCS is a charitable organization and recognizes that participation in the program is voluntary. Participant recognizes that there are inherent risks that Participant must assume when he or she participates in a program that provides the opportunity to participate in providing humanitarian and educational assistance. Participant recognizes that CCS does not assume any responsibility for injury, sickness, personal health, or death, or loss or damage to property while Participant is participating in a CCS program. Participant acknowledges that in the course of Participant's participation in a CCS program, including travel to, from and during the program, Participant may encounter difficult conditions and may be subjected to hazards and risks, foreseen and unforeseen. These hazards and risks may be caused or alleged to be caused by a variety of difficulties of travel or residing in locations away from Participant's residence, or by individuals either affiliated with or not affiliated with CCS.

**By signing below, Participant agrees that he or she has read and understands that Participant's participation in a CCS program involves hazards and risks, foreseen and unforeseen, and that Participant is prepared to accept those risks. Accordingly, Participant hereby releases CCS (including all of its personnel, agents, affiliates, staff and directors) from any and all liabilities for**

**claims of any type or description, including those with respect to any injury or losses, including personal injury, sickness, disease, or death or damage to person or property. This release does not apply to liabilities arising from gross negligence or wanton or reckless conduct by CCS or its representatives. Apart from that exception, this release applies to any and all liability for claims, of any type or description, whether arising from ordinary negligence or otherwise, and whether involving fees, expenses, or damages of any kind, of Participant or the estate of Participant. In the event that some other person or entity seeks compensation for claims as to which Participant has released CCS from liability by executing this Agreement and Release, Participant or his or her estate will indemnify and hold harmless CCS for all sums reasonably incurred in response to such claims.**

#### **6. Not an Employee of CCS.**

Participant acknowledges that he or she is not an employee of CCS and waives all claims and rights that Participant might otherwise have as an employee of CCS.

#### **7. Compliance with Rules and Local Laws and Leaving the Local Community upon Request.**

Participant will be the guest of the local community and CCS. Participant agrees to follow all applicable rules, policies and guidelines of CCS, and any organization that is conducting activities in which Participant is participating, and to abide by the laws and regulations of the local country and community and of the United States of America and the State of New York, and to behave in a manner that is appropriate in the local community.

If Participant does not comply, at all times, with all laws and regulations and all rules, policies, and guidelines, referred to above, or does not act appropriately, or the local personnel of CCS become concerned that, as a result of Participant's physical health or mental condition, it may not be in the best interest of Participant to continue to participate in the CCS program, CCS, in its sole discretion, has the authority to require Participant to leave the local community or country immediately. CCS personnel have Participant's permission to discuss Participant's situation, including Participant's health, physical or mental condition, with any person, including any family member, medical personnel, school official, counselor, or other person, and to release any information concerning Participant to such person, whom CCS, in its sole discretion, believes would be advantageous or helpful to deal with any concerns that CCS personnel may have and/or to determine whether Participant should remain in the local country or community. If Participant is required to leave the local country and community, CCS will provide transport to the appropriate airport or other means for departure. There will be no refund of the program fee, however, and Participant will be responsible for all costs incurred as a result of being required to leave the local country and community.

#### **8. Cultural Activities, Excursions, and Adventure Activities**

Participant understands that the CCS program includes excursions and activities as part of the Cultural & Learning Activities schedule and that, as a part of Adventure Week, High School Volunteer Abroad participants may travel to a different part of the country for a variety of recreational, athletic or other activities. All of these activities (the "Activities") are operated in locations throughout the country by CCS and/or separate entities. Depending on the country, these Activities could include: a zip line canopy tour, hiking, swimming in waterfalls, surfing, boat trips, camping, safari, and other outdoor activities. (See the list below for more details.)

Participant understands and acknowledges that the Activities have inherent risks, dangers and hazards. Participant confirms that if any of the Activities are unfamiliar to him or her, Participant has taken steps to ensure that s/he understands the scope of and risk associated with these Activities. Participant hereby assumes all risks of participating in any/all of the Activities as part of his or her CCS program.

Participant also understands that these Activities are optional and that Participant can opt out of any Activity by informing CCS. (Parents must inform CCS in writing of any Activities they do not authorize their child to engage in while on the CCS program.)

Participant (and his or her parents/ legal guardians if applicable) hereby voluntarily release, waive, discharge, hold harmless, indemnify and agree not to sue CCS, the event organizers and organizing companies and their

agents, officers, and employees from any and all claims, actions, or losses for bodily injury or loss of health, financial loss or property damage, wrongful death, loss of services, or otherwise, which arise out of travel to or from any of the Activities, use of any equipment, or participation in any of the Activities. Participant further understands that the list below is not a complete list of all possible Activities, and that CCS cannot commit that Participant will have the opportunity to engage in any specific Activity.

This waiver and release of liability covers, but is not limited to, the following activities in each CCS location:

**Peru** – swimming, sand boarding, sand buggies, hiking, paddle boarding, rafting

**Brazil** – swimming, boat rides, hiking

**Guatemala** – swimming, hiking, boat rides, waterparks, excursions to hot springs/waterfalls, zip lining, canopy tours, visits to ruins

**Costa Rica** – water sports such as surfing, zip line canopy tours, hiking, swimming, boat tour, volcano tour, excursion to waterfalls and hot springs

**Ghana** - safari, canopy tour, mountain hiking, swimming, boating trips, excursion to waterfalls, canoe trips

**Morocco** – swimming, desert safari, camel riding, camping, hiking

**Tanzania** – hiking, swimming, exploring caves

**India** – hiking, camping, swimming

**Thailand** – boat rides, swimming, hiking

### **9. Medical Insurance and Emergency Treatment.**

CCS will provide travel health insurance to Participant. Participant has reviewed information concerning the medical insurance provided by CCS and acknowledges that such insurance is adequate and reasonable, and that all information that Participant has supplied concerning such insurance or Participant's health is accurate. If Participant believes that Participant needs additional or supplemental insurance, Participant will make arrangements for such insurance.

Should any medical emergency arise which precludes Participant's ability to consent to emergency treatment when such authorization is required, CCS will endeavor to communicate with the person previously designated by Participant to request permission for any necessary treatment. If CCS personnel believe, in their sole discretion, that time or circumstances do not permit such communication, Participant authorizes CCS to consent on his or her behalf to any medical treatment, including all types of medical examinations, diagnosis, medication, treatment, or physician or hospital care, that is deemed advisable by, and is to be rendered under, the general or special supervision of any physician and surgeon. Participant agrees not to hold CCS responsible for actions relating to any such medical or emergency treatment.

### **10. Use of Participant's Likeness.**

Participant acknowledges and agrees that in the course of Participant's participation in the CCS program and after the completion of the program, CCS may record Participant's likeness or comments. Participant consents to the use of Participant's likeness (whether photographed, filmed or videotaped, including, without limitation, portions of a film or videotape) and comments or any portion of such in any manner developed now or in the future, including, without limitation, fundraising and promotional materials, advertising for television, radio, print or other media, and any other CCS presentations. Participant agrees that, in connection with such use, CCS, and persons acting for or on behalf of CCS, may identify Participant and may identify Participant's name, age, city and state/territory/other district or country of residence. Participant releases, indemnifies and agrees to hold harmless CCS, and persons acting for or on behalf of CCS, from any liability for acts authorized under this section of this Agreement and Release.

### **11. Governing Laws and Arbitration.**

This Agreement and Release shall be governed by and construed in accordance with the substantive law of the State of New York, USA, applicable to agreements made and to be performed wholly therein, without regard to its provisions or rules concerning choice of laws or conflicts of laws. Any controversy or claim between the parties to this Agreement shall be resolved in arbitration in accordance with the Arbitration Rules of the American Arbitration Association, and the place of arbitration shall be Westchester County, New York (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). The arbitrator shall apply the substantive law of the State of New

York, USA, as set forth above, and any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in any court, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

**12. Entire Agreement**

This Agreement, together with the Terms and Conditions and other documents we have signed during the application process make up the entire agreement between CCS and the Participant.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Today's Date \_\_\_\_\_  
MM/DD/YYYY

**For Participants under age 18, parents or legal guardian must also sign below:**

Parent Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Today's Date \_\_\_\_\_  
MM/DD/YYYY

Parent Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Today's Date \_\_\_\_\_  
MM/DD/YYYY

Guardian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Today's Date \_\_\_\_\_  
MM/DD/YYYY

For Cross-Cultural Solutions \_\_\_\_\_