

resulting or arising from your negligence, or willful misconduct while participating in the Program.

General. The laws of Texas govern this Agreement. You agree that any claim, dispute with respect to this Agreement and any and all claims arising from or relating to your participation in the Program shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Austin, Texas. Neither party may assign its rights or obligations under this Agreement to any other party, except that API may assign its rights or obligations to an affiliate (any entity that is related by common ownership or common corporate control with API) or in connection with the sale of all or substantially all of its assets, or a change in control pursuant to a merger, acquisition, stock sale, reorganization, or by operation of law.

This Agreement, including any policies referenced herein, together with any Enrollment Forms and/or Online Application Terms and Conditions you have submitted, are the entire agreement between the parties relating to the subject matter hereof. No waiver or modification of this Agreement shall be valid unless in writing signed by an officer of API. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.

- By checking this box and typing my name below, I acknowledge that I understand the information provided and agree to the terms and conditions stated on this electronic form.

Name: <https://apiabroad-formio-dev.s3.us-east-2.amazonaws.com/staging/FileSize1dot8MB-788132d0-fa>

Parent/Guardian Name (if Participant is under 18 years of age):

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

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