**PARTICIPANT RELEASE & AGREEMENT**

I (or parent or guardian if enrollee is under 18) am an enrollee for an educational tour offered by Harvard-Westlake School (the “School”) and provided by EF Explore America, Inc. By signing this Release and Agreement, I understand and agree to the following:

1. EF Explore America, Inc., which shall include EF’s affiliates, officers, directors, trustees, shareholders and employees (collectively, “EF”), does not own or operate any entity which is to or does provide goods or services for my program, including, for example, hotels, arrangements for or ownership or control over houses, apartments or other lodging facilities, tour directors, 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. I acknowledge that all such persons and entities, including the Tour Director assigned to my tour, are independent contractors and not employees of or employed by EF. As a result, EF is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

2. Without limitation, EF 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 any negligent or willful act or failure to act of any third party, or for any other cause beyond the direct control of EF.

3. I agree to release and hold harmless EF from, and agree not to sue EF for, any and all claims, of any nature related in any manner to my participation in an EF provided tour, including but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligence or wrongful death or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys’ fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF provided tour. I further agree to release and hold harmless EF from any and all decisions to cancel, modify or delay the tour as a result of unforeseeable events that are beyond the reasonable control of EF or which become necessary or advisable so as to increase the quality of the tour.

4. My tour begins with the takeoff from the tour designated departure airport or bus pick-up location and ends upon completion of the flight back to the tour designated airport or return to bus drop-off location.

5. EF shall have no liability or responsibility for me when I am absent from EF sponsored activities or during non- EF sponsored activities, such as visits to friends or relatives or during stay-ahead/ stay-behind option periods if the stay-ahead/ stay-behind period does not include the services of a Tour Director.

6. I understand any rooming requests including upgrades must be submitted by 110 days prior to departure. Non-smoking rooms cannot be guaranteed. Students room in quads with same-sex students. Rooms contain two double beds and two students are expected to share each bed. Students may request twin room accommodations for an additional fee.

7. EF reserves the right to refuse or cancel my registration at their sole discretion. In such event, Standard Cancellation guidelines as outlined in the Booking Conditions apply. EF reserves the right to decline to accept or to retain any traveler on the tour if that person’s presence is felt by EF likely to be detrimental to the enjoyment of the tour by others, is dangerous to the participant or others, or for failure to abide by EF’s regulations and/or the direction of the Tour Director. All participants are expected to be respectful towards other tour participants. Bullying and harassment are not tolerated on tour and individuals who engage in such behavior may be removed from tour. The use of alcohol is not allowed and consumption of alcohol by any participant, of any age, is subject to disciplinary action, including dismissal from tour. Travelers who have been removed from their tour waive the right to a refund of any part of the fee. EF may send the traveler home at the traveler’s own expense.

8. To abide by EF’s regulations, the directions of my Group Leader, my Tour Director and EF’s personnel during my tour. Failure to do so may result in EF terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Program Fee, and that EF may then send me home at my own expense. EF will, however, endeavor to contact and discuss any such issue with the School prior to terminating me from the tour.

9. To abide by all local laws when abroad or while on tour, including those concerning drugs and alcohol. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Program Fee, and EF may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country or state I am visiting.

10. If I become ill or incapacitated, EF or my Group Leader may take any action deemed necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home, provided, however, that EF will endeavor to contact and discuss any such issue with the School and/or the participant’s parent(s) and/or guardian prior to making any medical decision so long as in EF’s discretion any delay would not compromise the need for immediate medical action. EF retains the right, in its sole discretion, to contact the participant’s parent(s) and/or guardian with regard to health issues or any matter whatsoever that relates to the participant’s tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF will attempt to cause appropriate treatment to be administered, and the participant authorizes EF. The School or EF, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered.

11. EF has the right to make changes and/ or cancellations in tour itineraries and departure dates, and to modify transportation arrangements, including hotels and any other tour features at any time. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith. This release also includes all activities not offered by EF.

12. Prices are subject to unforeseen surcharges or increases, which, if imposed by airlines or other suppliers, will be separately billed.

13. By enrolling on this tour, I have made the choice to travel with the Group Leader organizing my group, and I understand that this choice is not the responsibility of EF. I understand that my Group Leader is able to make decisions on my behalf, including but not limited to changing the group’s requested tour or travel date and requiring that I purchase items such as Anytime Protection Plan and optional excursions. I understand that a Group Leader must accompany me on tour. If my Group Leader cancels for any reason, EF will ask him or her to assign a new Group Leader. If I cancel at this point and choose not to travel with the replacement Group Leader, I will be subject to the Standard Cancellation Policy. If no replacement Group Leader can be found, I will need to cancel and the Standard Cancellation Policy will apply.

14. It is my responsibility to secure the necessary travel documents (passport, visa[s] and parental authorization forms.) Failure to do so does not constitute grounds for a refund except according to the Standard Cancellation guidelines as outlined in the Booking Conditions.

15. I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.

16. This tour has been designed for students, as reflected in the pacing, educational content, accommodations and other aspects of the tour.

17. That this agreement and Booking Conditions constitute the entire agreement between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein stated, including but not limited to any oral statements made to me by any agents or employees of EF or Group Leader. This agreement may be amended or modified only in writing signed by an officer of EF. Any waiver by EF of any provision of this agreement shall not preclude enforcement thereafter. Payment of the required reservation fee/deposit constitutes consent to all provisions of these Terms & Conditions and to the general information contained herein and in the catalog, and for all travelers covered by the payment.

18. That this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the Commonwealth of Massachusetts. In the event of any claim, dispute or proceeding arising out of my relationship with EF, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the Commonwealth of Massachusetts and of the United States District Court for the District of Massachusetts.

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Signature of Participant (or parent or guardian if enrollee is under 18)