



CIEE PARTICIPANT AND N.U.in STAFF

RELEASE N.U.in 2018

1. I understand that I am obligated to comply with local laws and customs while traveling abroad. Many such local laws and customs may be substantially different from those in my home country. I recognize that my conduct can have an effect on the educational and other benefits intended by the program for other participants, hosts and myself. I agree to conduct myself in a manner that will support mutually beneficial interaction with other participants and hosts. I understand that conduct considered unacceptable to CIEE includes, but is not limited to, misrepresentation of identity, disobeying academic policies including plagiarism, loud and/or abusive behavior toward others, sexual harassment, criminal conduct of any kind, use of drugs other than prescribed drugs for legal medicinal purposes, excessive use of alcoholic beverages and/or unwillingness to cooperate with other members of the program, hosts and program management. Such conduct as well as any other conduct which in the sole discretion of CIEE may be damaging to the program, other participants, working relations with governments, suppliers and educational institutions with which CIEE contracts/cooperates, may lead to dismissal of participant from the program.

2. Except for certain housing and classroom/office space, CIEE does not own or operate any entity or does not provide goods or services for your program (except that it employs resident directors and staff), 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 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 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, dangers associated with animals, 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. In addition, Participant releases CIEE from claims, demands, suits or causes of actions arising from CIEE's negligent acts and omissions. The foregoing does not release CIEE from any claims, demands, suits or causes of actions arising from CIEE's gross negligence or its willful acts or omissions.

3. I understand that perceived or actual epidemics (such as, but not limited to, H1N1, SARS or bird flu) can delay, disrupt, interrupt or cancel programs. I agree to assume all risk of any such problems which could result from any such occurrences.

4. CIEE retains the right, in its sole discretion, to contact participant's school, parents and/or guardian with regard to health issues or any other matter whatsoever which relates to participant or participant's program. These rights transcend any and all privacy regulations that may apply, and participant expressly grants CIEE permission to make such contacts and disclose any related information about participant.

5. I understand that travel in other nations is not similar to travel within the United States. Programs outside the United States can involve inconvenience and risk, including, but not limited to, forces of nature, geographic and climatic conditions, different hygienic standards, infrastructure problems (including road maintenance, transportation delays and accommodation conditions or availability), civil unrest, vandalism, crime, political instability and terrorism. 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 participant's home country. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the CIEE program and to release CIEE from any and all liabilities to the maximum extent permitted by law and except as otherwise set forth herein. If this form is also signed by a parent or legal guardian, that parent or guardian is making a similar release.

6. CIEE, in its sole discretion, can approve or disapprove of any participant's change of housing including, but not limited to, participant opting out of CIEE provided housing. If CIEE agrees to allow participant to choose his or her own housing, participant agrees that CIEE is not responsible for any problems which result therefrom.

7. CIEE reserves the right to dismiss or retain any person as a participant in any program at any time before or during 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 or to the enjoyment of or integrity of the program for others, or for any other non-discriminatory reason whatsoever.

8. 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.

Name: _____

Signature: _____

Date: _____