Agreement and Release Form

I, the undersigned, (and my parents or guardian if I am a minor), an Applicant for an overseas study program provided by Green River Community College (the “College”) acknowledge that I have read and accept the terms and conditions set forth in the program application/brochure, which are incorporated in this agreement. In this contract, “the College” shall mean Green River Community College and its employees, directors, officers, agents and affiliates, and any other college/institution partnering in this program. This agreement is a legally binding contract.

I acknowledge and accept the terms of the refund policy as outlined below:

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<th>If a participant withdraws in writing</th>
<th>She/he receives</th>
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<td>On or before July 8, 2013</td>
<td>Full refund less $450 non-refundable deposit</td>
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<td>After July 8, but on or before August 1, 2013</td>
<td>Full refund less $700 and any non-refundable air or land services</td>
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<tr>
<td>After August 1, 2013</td>
<td>No refund</td>
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All requests for refunds must be made in writing and the effective cancellation date is the postmark date on the envelope or the date the e-mail is sent. Refunds are mailed within 45 days of receipt of the written cancellation.

Returned Check/Credit Card Declined – A $50 processing fee will be charged for any returned check. If your check is returned and your replacement check is not received by the deadline, you will incur any applicable program fee increase and late fee. If you pay by credit/debit card and the card is declined and you have not paid by alternative method by the deadline, you will incur any applicable program fee increase or late fee. Once the program has started, no refunds will be made for sightseeing, excursions, accommodations, or other services which I have declined. If the presenters and supporters of the program cancel the program due to insufficient enrollment, applicants will receive a full refund.

I unconditionally release the College from any claims for damage, injury, loss, or expense of any nature resulting from events beyond its control, including without limitation: Acts of God, war, strikes, crime, terrorism, sickness or quarantine, government restrictions or regulations. This release also applies to any losses arising from the use of any vehicle or from the selection of, or from any act or omission by any housing provider, bus or car rental agency, airline, train, taxi or tour service organizer, hotel service, hotel, restaurant, school, university/college, or other firm, agency, company or individual.

I understand that I am responsible for exercising caution and common sense at all times to avoid injuries, and that the College cannot provide supervision or support during periods of independent travel.

I agree that if I become ill or incapacitated, the College or its agents may take such actions as it considers necessary under the circumstances, including securing medical treatment for me and transporting me to the United States. I release the College from any liability relating to this medical care. I also authorize the College to take whatever action is deemed necessary and in my best interest (including transporting me out of the host country or back to the United States, at my own, or my parents’ expense) in the event of political unrest or any other unforeseen event or condition. If the College incurs any costs on my behalf, I (and my parents) agree to make immediate repayment upon my return.

I will comply with the College’s rules, standards and instructions, and understand that failure to do so may result in being sent home at my own (or my parents) expense, with no refund. I understand that my participation may be terminated if I am expelled from school or otherwise disciplined by school or civil authorities, or if the College, in its sole discretion, determines that my conduct is incompatible with the interests, harmony, comfort or welfare of the program and/or other students. I (and my parents) agree to indemnify the College if I do anything that causes the College to sustain financial loss or liability. I understand that if I am terminated from the program, there will be no refund of program or tuition fees, or any costs I may have incurred for the program.

I agree not to bring alcohol onto, or consume it on any premises that I am staying at during the program. I understand that unacceptable behavior or actions due to the consumption of alcohol can cause my dismissal from the program.

I will not take, purchase, or use any weapons, illegal substance, or illegal devices while I am participating in this program.

I understand that the College provides limited basic student medical coverage while on the program, and I acknowledge that it is my responsibility to understand the limitations of this coverage and agree that the College is not responsible for any uninsured charges.

I realize that the College reserves the right to make changes, cancellations or substitutions in cases of changed conditions or emergency, or based upon the interest of the group.

The presenters and supporters of the program reserve the right to make the following changes which will not constitute grounds for a refund: all changes in itinerary, including departure date or time, reversing the itinerary, and changes to the order in which locations are visited, the duration of the stay in each location and omissions of each locations; b) a change in air routing, schedules or airline carriers; c) omissions of sights or services described in the itinerary. Where possible, suitable alternatives will be provided; d) a change in program fees unless full payment is received by the payment deadline.
I hereby release the College or any other sponsor and their employees for any loss or damage arising from any errors or omissions contained in the brochure or other College literature or publications, late or non-confirmation or acceptance of bookings and loss or damage caused by delays. In addition, the College shall have the right, at any time in its discretion and without liability or cost therefore, to cancel any program or make impossible or inadvisable by weather, strikes, war, civil unrest, terrorism, acts of God, government interference or any cause whatsoever that is beyond the College’s control. Any and all expenses incurred as a result thereof shall be the responsibility of the participant.

I will indemnify the College for any harm I cause and accept full responsibility for any financial liability or obligation, which I personally incur, or injury or damage to the person or property of others, which I cause or contribute to while participating in the program.

I understand that obtaining a passport and any other required travel documents is my sole responsibility. I agree to hold the College harmless in the event that I am unable to obtain the necessary documents for participation in the program and to indemnify the College for any costs to it that result from my failure to obtain the required documentation.

I understand that if I am not a U.S. citizen, a visa may be required for entry to the countries I plan to visit (or travel through) while a participant on this program. I further understand that it is my sole responsibility to determine my visa requirements and obtain the appropriate visa(s), and I agree to hold the College harmless in the event that I am unable to obtain the necessary documents and visas for participation in the program and to indemnify the College for any costs to it that result from my failure to obtain the required documentation.

I understand that from time to time the College’s publicity material and website may include statements by its participants and/or their photographs, and I consent to such use of my comments and photographic likeness.

The agreement will be effective when my application is accepted by the College and shall be governed by the laws of the State of Washington. This agreement cannot be modified except in writing by the College.

I agree that any dispute with the College that is not settled informally will be submitted to binding arbitration, to be conducted in substantial accordance with the rules of the American Arbitration Association. The location of the arbitration and identity of the arbitrator will be decided by mutual agreement, with the costs to be shared equally between the parties, and the decision of the arbitrator shall be final. By signing this agreement I understand that I am giving up my right to have any claim against the College decided in a Court before a judge or jury.

References in this agreement to the “College” shall include Green River Community College, other participating colleges sending students on this program, all of their agents, employees, affiliated companies, campus directors, chaperones, group leaders, faculty, host schools and school officials. All references to “parents” of the applicant shall include the legal guardian or other adult who is responsible for, and authorized by law or court order to make legal decisions and to enter into binding contracts on behalf of the applicant.

If I am using financial aid to pay for all or part of my program fees, and if that aid is canceled or reduced by my institution or lending agency after I have embarked on the program, I am immediately responsible for full payment of all fees. Failure to make payment will result in my administrative withdrawal from the program.

Signature of Applicant __________________________ Date _________________

I certify that I am the parent or legal guardian of the Applicant, and that I have read the foregoing Agreement and Release (including such parts as may subject me to personal financial responsibility), and hereby waive any claim that I might have against the College or its agents (as set forth above), both in my own behalf and in my capacity as legal representative of the Applicant, any claim arising from the Applicant’s participation in the program. I understand that this is an adult, college level program and as such there are no chaperones or special program services for students under 18 years of age. I understand that the participant will be independent overseas and treated the same as any adult college student on the program.

Signature or Parent/Guardian: __________________________ Date _________________

(If applicant is under 18 years of age)