

Release and Agreement

I (or parent or guardian if enrollee is under 18) am an enrollee for an EF educational tour. By signing the EF Educational Tours Enrollment Form, I understand and agree to the following:

1. I understand and agree that my tour is operated by EF Cultural Travel, LTD., Switzerland, (herein referred to as "EF"), and is marketed by EF Institute for Cultural Exchange, Inc. I also understand C.L.A.S.S. Education, Inc., an Indiana nonprofit corporation ("C.L.A.S.S."), will provide certain on-tour content.

2. I understand that my tour begins with the takeoff from the EF departure airport and ends upon completion of the flight back to the EF airport.

3. I agree to release, indemnify and hold harmless EF and its affiliates (which term shall include parents, subsidiaries, officers, directors, shareholders, agents and employees of EF as well as EF itself) and specifically C.L.A.S.S. and its officers, directors, employees, agents, and representatives and my school, my school board and group leader (the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims, demands, actions, lawsuits, settlements, judgments, 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, physical, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF sponsored tour. I further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorist activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions that make it impossible or commercially unreasonable in the opinion of EF to conduct the tour, or the acts or omissions of any other agents over which the Released Parties have no direct or indirect control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators. I understand and acknowledge that EF does not own or operate any entity that provides goods or services on my tour.

4. I understand that the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs or the Warsaw Convention or both.

5. I understand and agree that the Released Parties shall have no liability or responsibility for me when I am absent from EF-supervised activities or for non-EF supervised 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 an EF Tour Director.

6. I understand and agree that EF reserves the right to refuse or cancel my registration at their sole discretion. Group leaders may also refuse or cancel any participant's registration including my own. In such event, Standard Cancellation guidelines as outlined in the Booking Conditions apply.

7. I agree to abide by EF's regulations and the directions of my group leader, my tour director, EF's personnel, or C.L.A.S.S. personnel during my tour. Regulations include but are not limited to EF's Rules of the Road, such as the prohibition of hitchhiking, the driving or renting of any motor vehicle, or having visitors of the opposite sex in students' rooms. 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.

8. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol. Minors must have parents' permission to use alcohol even if the local law would otherwise permit them to. If parental permission to use alcohol has been granted, minors may only drink beer and wine (no hard liquor), and must be in the presence of the group leader. 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 I am visiting.

9. I understand and agree that if I become ill or incapacitated, EF and its employees, C.L.A.S.S. and its representatives, or my group leader may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home. 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 participant's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF and/or C.L.A.S.S. representatives may attempt to cause appropriate treatment to be administered, and the participant authorizes EF, C.L.A.S.S., and their representatives to do so. Neither EF nor C.L.A.S.S., however, makes no warranty that either of them will be able to cause effective (or any) emergency treatment to be administered.

10. I understand and agree that EF has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith.

11. I understand that prices are subject to unforeseen surcharges or price increases which, if imposed by airlines or other suppliers, will be separately billed.

12. I understand that by enrolling on this tour, I have made the choice to travel with the teacher/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 insurance 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 treated as a standard cancellation. If no replacement group leader can be found, I will need to cancel and EF's Standard Cancellation Policy will apply. I may also request that EF place me with a new tour group. If EF cannot find a new tour group for me, EF's Standard Cancellation Policy will apply.

13. I understand that it is my responsibility to secure the necessary travel documents (passport and visa[s]) unless specifically arranged for the group by EF. Failure to do so does not constitute grounds for a refund except according to the Standard Cancellation guidelines as outlined in the Booking Conditions.

14. I understand that 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.

15. I understand that this tour has been designed for students, as reflected in the pacing, educational content, accommodations and other aspects of the tour.

16. I understand and agree that this agreement and EF's 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, including but not limited to any oral statements made to me by any agents or employees of EF, or by my school or group leader. This agreement may be amended or modified only in writing, signed by both parties. The waiver by EF of any provision of this Agreement shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.

17. I understand and agree 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.

18. For participants in Utah only: I understand that this tour is not sponsored by any public school, public school district or other public entity, and is operated and organized by a privately owned company.

19. I understand and consent that EF may use any film likenesses taken of me and any of my comments while on an EF tour for future publicity and also use my contact information for future EF promotions.

Sign your enrollment form only when you have read in full and understood the contents of this Release and Agreement and the Booking Conditions, contained in the enrollment booklet.