

# Conditions of Participation 2012

## The Experiment in International Living

a program of World Learning



We, the undersigned, have agreed that the participant set forth below ("Participant") shall participate in The Experiment in International Living program identified below ("Program") offered by World Learning Inc. ("World Learning"). In consideration of World Learning's agreement to permit the Participant to participate in the Program, the receipt and sufficiency of which is hereby acknowledged, we hereby agree to the following Conditions of Participation ("Conditions"):

### SERVICES

**Program fees cover** all scheduled program expenses from the designated Program starting time until the stated conclusion of the Program as follows: (a) international transportation (except for programs to Mexico and Navajo Nation); (b) travel costs during the Program (except as otherwise noted below); (c) food and lodging; (d) incidental expenses, such as entrance fees for a limited number of scheduled group activities; (e) orientation and, if applicable, other thematic components; (f) costs related to the group leader; (g) health and accident insurance; and (h) administrative costs.

**Program fees do not cover** other Participant expenses including (but not limited to): (a) domestic transportation to the designated Program starting place and from the stated Program ending place; (b) food and lodging prior to the designated Program starting time or after the stated conclusion of the Program; (c) any additional costs for alternate transportation requested by the Participant that differs from that scheduled by World Learning as an element of the Program; (d) any additional transportation costs involved in traveling to or returning from any optional travel/activities; (e) fees for passports; (f) any required or recommended immunizations; and (g) expenses involving tips, laundry, telephone calls, postage, gifts, and beverages not a customary part of meals.

Fees, itineraries, sample host communities, and sample activities published in our catalog, on our Web site, and on all informational materials are based on our best information at the time of publication. As The Experiment in International Living is always looking to improve the quality and safety of programs and to take advantage of new opportunities, this information is subject to change.

### DISMISSAL

World Learning reserves the right to dismiss from any Program any Participant whose conduct in World Learning's sole discretion (including but not limited to the use of drugs, unacceptable sexual behavior, or inappropriate consumption of alcohol): (a) may be considered improper or offensive to the host family or host community; (b) may be detrimental to the physical or mental health or safety of the Participant or other member(s) of the Program; or (c) which demonstrates that the individual may not be capable, or is unwilling, to participate fully in a cross-cultural environment.

A Participant who leaves the scheduled Program at any time without express written permission from the director of summer abroad programs in the USA and the national director of the host country may not return to the Program and shall be automatically dismissed.

Because of the possible danger involved, driving motor or motorized vehicles, riding in noncommercial airplanes or any type of aircraft, hitchhiking, bungee jumping, scuba diving, and any other activity designated by World Learning as dangerous while participating in a Program is prohibited, and Participants will be dismissed for such actions.

### TRAVEL ARRANGEMENTS

Participants are generally expected to use the transportation provided by World Learning between the ports of departure and return. Requests for alternative travel must be made in writing by the Participant and, if the Participant is under 18, by the Participant's parents or guardian, and must be approved by World Learning in advance. Participants traveling independently before or after any scheduled Program should not expect the assistance of group leaders or World Learning offices.

No independent travel during the Program is permitted without the express consent of World Learning and, if the Participant is under 18, the written consent of his or her parents or guardian. In signing this form, the Participant and parents agree not to arrange or encourage personal travel abroad for any purpose not

related to the Program, nor to arrange or encourage visits to the Participant by family or friends, without the express written permission of World Learning.

Travel expenses arising from premature return home from abroad, either alone or accompanied, must be borne by the Participant.

### AIR TRANSPORTATION

World Learning arranges scheduled air transportation through designated airlines or travel agents and has designated or will designate the times and ports of departure for all group transportation. World Learning, the agents selected by it, and the airlines reserve the right to cancel the air transportation arrangement or change dates, times, prices, and itinerary, and to make aircraft substitutions. In the event changes or substitutions are made by World Learning, its agents, or the airlines at any time prior to the Program date, World Learning will not be responsible for the cost of domestic airline tickets purchased on the basis of previously published international transportation information.

Each Participant is solely responsible for any missed connections due to his or her failure to assemble in a timely manner, and World Learning will be in no way liable for the cost of alternate transportation or for any consequential losses resulting from the Participant's failure to use designated transportation.

### IDENTIFICATION

All Participants must be prepared to present some form of numbered positive identification that matches the name on the passenger manifest when boarding the aircraft. A passport or travel identity document must be shown for international travel. For domestic travel, a Social Security card, driver's license, or other identification may be used.

### FAMILY PLACEMENTS

World Learning's overseas programs seek to foster increased cross-cultural understanding in Participants by immersing them in cultures different from their own. World Learning homestays are based on daily life in a family and community. Participants are expected to assume roles as family members, respecting and following host family rules as well as World Learning rules, and obeying all applicable community, local, state, and national laws and regulations. World Learning reserves the sole right to make host family placements. Placements are not restricted based on any local characteristics, such as regional accents or dialects, ethnic character of the community, types of industry, economy, or climate, etc.

### INSURANCE

For the duration of its programs, World Learning automatically provides Participants with illness and accident insurance. Details of this coverage are specified in our illness and accident policy, which all Participants (*and where appropriate, their parents or guardian*) should read carefully. This insurance should be considered as supplemental secondary coverage to the Participant's own personal insurance. World Learning strongly advises Participants and their parents to consult their own advisors regarding health insurance coverage for the duration of Participant's Program.

### PUBLICITY

I understand that future World Learning publicity materials, including but not limited to its Web site, may include statements made by Participants and their parents, and/or Participants' photographs, film or video images and voices, and I consent to World Learning's free and perpetual use of any statements, photographs, likenesses, film and video images and voices in any medium, including those that World Learning obtains from any Participant, parent or other source.

### PAYMENTS

A \$300 reservation deposit and \$100 nonrefundable application fee must be received before a completed application will be considered for acceptance. **All payments are due within five days upon receipt of an invoice or May 30, 2012 whichever is earlier.** Fee payment may be made:

- By personal check or money order, payable to World Learning
- By use of VISA or MasterCard

**WITHDRAWAL/REFUND POLICY**

World Learning makes firm commitments to suppliers on behalf of participants well in advance of program starting dates. Therefore, cancellation fees may be required in the event of any withdrawal from the specific country, program, and/or optional travel/activity add-ons chosen by the applicant. Withdrawals must be in writing and signed by the participant and the participant's parent/guardian, if the participant is under 18 years of age. Withdrawal refunds will be made subject to the cancellation fee schedule below. In all cases, the \$100 application fee is nonrefundable.

<b>Written withdrawal notice</b> ( <i>received in Vermont</i> )	<b>Cancellation fee</b>
Before May 1	NO penalty
Between May 1 and May 15	\$300
Between May 15 and May 30	40% of program fee
After May 30	World Learning reserves the sole right to determine cancellation fee.

In bona fide cases of emergency or illness, refunds may be paid to Participants who leave a Program once it has begun; such refunds may depend on recoverable funds. In the event of dismissal from a Program for reasons outlined in these Conditions, World Learning will be the sole determiner of the refund, if any, to be made. All refund determinations will be made after the conclusion of the Program.

**HEALTH GUIDELINES; TRAVEL ALERTS; TRAVEL WARNINGS; COMPLIANCE**

Participants and their parents should review carefully (a) the applicable Health Guidelines for Participant's Program (*the "Health Guidelines"*) and (b) the US State Department Consular Information concerning travel to, in and around Participant's Program country (*the "Travel Warnings" and "Travel Alerts"*), found at [http://travel.state.gov/travel/travel\\_1744.html](http://travel.state.gov/travel/travel_1744.html). In signing this form, the Participant and his or her parents/guardians agree that they have read and understood the Health Guidelines and the Travel Advisory and that Participant and his or her parents/guardians are responsible for complying with any recommended or required immunizations, precautions, and procedures set forth in the Health Guidelines and the Travel Advisory. In addition, Participant and his or her parents/guardians agree to comply with these Conditions and with the policies and procedures of the Experiment in International Living or World Learning as communicated to Participant from time to time.

**ASSUMPTION OF RISK**

Participant and Participant's parents/guardians, understand that Participant's participation in the Program is wholly voluntary. Although World Learning has made every reasonable effort to assure students' health and safety while participating in the Program, there are unavoidable risks in travel overseas, including, but not limited to (a) those identified in the Health Guidelines, the Travel Advisory and these Conditions, and (b) those associated with strikes, civil unrest, terrorism, military or para-military action, war, criminal activity and violence, force majeure, weather conditions, public health risks, acts of God, and other possibly dangerous conditions beyond the control of World Learning. In signing this form, the Participant and his or her parents/guardians acknowledge that they are aware of and understand the risks and dangers of travel to, in and around Participant's Program country, and international travel generally, including the dangers to Participant's health and personal safety posed by the risks described in (a) and (b) above. Participant and his or her parents/guardians hereby assume, knowingly and voluntarily, each of the risks described in (a) and (b) above and all of the other risks that could arise out of or occur during the Program and Participant's travel to, from, in or around Participant's Program country.

**RELEASE AND INDEMNIFICATION**

In signing this form, the Participant and his or her parents/guardians, individually

and on behalf of their heirs, successors, assigns and personal representatives, hereby release and forever discharge World Learning, its employees, agents, officers, trustees and representatives (in their official and individual capacities) (*the "WL Representatives"*) from any and all liability whatsoever for any and all damages, losses or injuries (including death) Participant sustains to Participant's person or property or both (*"Losses"*), including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney's fees and costs, which arise out of, result from, occur during or are connected in any manner with Participant's participation in the Program, any related or independent travel, any activities or excursions, irrespective of whether they are sponsored, supervised or controlled by World Learning, except for such Losses as may be caused by the gross negligence or willful misconduct of the WL Representatives. Participant and his or her parents/guardians also agree to indemnify and hold harmless the WL Representatives from and against any Losses.

**PERMISSION FOR EMERGENCY TREATMENT**

On rare occasions, a medical emergency arises when World Learning is unable to communicate with parents/guardians. Hospital treatment and/or surgery may be required. In most cases, administration of an anesthetic, treatment of an injury, or operation upon an individual cannot be performed without the consent of the patient or, in the case of a minor, without the consent of the parent or guardian. To avoid delaying any procedure necessary to safeguard the health of Participant, we hereby grant permission to World Learning to authorize medical treatment; administration of antibiotics, immunizations, anesthesia, and other medications; transfusions of blood products; and hospitalization and provision of medical treatment for Participant. We further agree to indemnify and hold harmless the World Learning Representatives from and against Losses relating to any and all emergency treatment of Participant.

**HEALTH CLEARANCE**

Participation is contingent upon the review of Participant's completed medical forms by World Learning's designated physician(s). Failure to disclose complete and accurate information on the medical form can result in dismissal from the program. World Learning normally requires that all students participating in Experiment in International Living programs show medical and psychological stability, as determined by World Learning, for no less than six months prior to the group's departure date.

**GENERAL**

These Conditions represent the complete understanding with World Learning concerning World Learning's responsibility and liability for Participant's participation in the Program. Should any provision or aspect of these Conditions be found unenforceable, all remaining provisions of the Conditions will remain in full force and effect. These conditions may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Should there be any dispute concerning Participant's participation in the Program that would require the adjudication of a court of law, such dispute or lawsuit must be filed only in a court in Windham County, Vermont or in the United States District Court for the District of Vermont, to the exclusion of any other court or jurisdiction. These Conditions shall be governed by the laws of the State of Vermont (*without regard to its conflicts of laws rules*). These Conditions supersede any previous or contemporaneous understandings with World Learning, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of World Learning. Handwritten notes or changes to this document will have no legal effect or force.

We have shared the above information with those other parties responsible for payment or with related interest and understand that, before signing these Conditions, we have the right to consult with the advisor, counselor, or attorney of our choice.

**My signature below indicates that I agree to all of the above terms and conditions of participation for any World Learning Experiment in International Living program in which I (or my child) participate(s).**

Participant's Name (*Please Print*): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent's or Guardian's Name (*Please Print*): \_\_\_\_\_

Parent's or Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Please make a copy of this Agreement and keep with your records*