

**EDUCATION ACROSS BORDERS
IMMERSION PROGRAM**

Participant Release and Waiver Agreement

Program Participant Name: _____

Traveling, living, and working in the Dominican Republic, even with Education Across Borders (EAB), involves risks and hazards that are far greater than usual in the United States. You acknowledge and fully understand that conditions in the Dominican Republic regarding food, transportation, medical and dental care, accommodations, and all other aspects of traveling, living, and working in the Dominican Republic differ greatly and are more difficult and less comfortable than in the United States. By signing this document, you agree to assume all the risks of traveling and living in the Dominican Republic, and working on EAB's immersion program activities in the Dominican Republic, however great or slight they may be. Because of how and where EAB travels, works, and stays, and because of the forces of nature (including human nature), you understand that injuries, illnesses, losses, and inconveniences can occur in remote places where there is no ready assistance or medical or dental care. You also understand that EAB and all of its employees, agents, directors, officers, contractors, and representatives (all whom are referred to as "us," "we," or "our") do not provide any medical, health, or related services, so you agree to take care of your own health needs and the needs of your spouse and any family members traveling with you.

In consideration of the opportunity to participate in EAB's immersion program activities in the Dominican Republic, not only do you understand and agree to everything we just said in the previous paragraph, but you also agree, on behalf of yourself and your family members, your spouse, your heirs and/or your assigns (all of whom are referred to as "you") to *waive and release forever* any claim you could ever assert against us. We hope that your experience in the Dominican Republic will be safe, pleasurable and educational. Nevertheless, you agree that if something goes wrong, or you have any disputes with us regarding *anything*, currently or in the future, by signing this Agreement and/or by participating in an EIB program, you have waived and released any claims you could have brought against us.

Part of the experience, and part of the risk, of travel and working with EAB is that food, water, lodging, and local customs in the Dominican Republic will be very different from what you are used to. Thus, this waiver and release includes, by way of example, and not by way of limitation, any claims you may have regarding: accommodations; food service, quality or quantity; transportation; nature and extent of work involved in EAB's community development projects and program activities, and any work-related illness and injury; medical and dental care; sightseeing; or your itinerary, which is subject to change without notice. Other examples of the claims you are waiving and releasing include, without limitation: strikes; theft; injury; death; political instability; poor roads or public services or transportation; actions by police, customs or local law officials; inclement weather; and civil unrest, *even events of war, sabotage, or terrorism, or other accidental or intentional harm to you.*

You understand and agree that you have waived and released and cannot ever bring a claim against us for anything, including without limitation property damage, personal injury, damage to your reputation, discrimination, harassment, failure to accommodate you, emotional distress, outrage, or death, or for any other event or situation that occurs, or any other claim that you may have, even if it is not specifically listed in this document. Because it is impossible to foresee everything that can

possibly go wrong, you agree that you have released and waived all claims you may ever have against us, even claims that are unknown, unknowable, unanticipated, or unforeseeable. You also understand and agree that if someone asserts a claim or demand or cause of action against you that arises out of or relates to the EAB program in which you participate, you agree that you have waived and released any right you may have had to seek contribution or indemnity or defense from us.

It sometimes happens that someone participating in a tour misbehaves or does things that are incompatible with the safety, comfort or convenience of other people. You agree to comply with all applicable laws and EAB's personal behavior standards, including but not limited to: not to use illegal drugs, illicit substances, tobacco or alcohol; not to ride animals or motorcycles; never to leave supervised areas without explicit permission of the group director. If we determine that such circumstances exist, you agree that we have the right and discretion to expel someone, even you, from a tour at any time, and that you have waived and released any rights that you may have to make a claim against us.

To alleviate any confusion, even though we will be in the Dominican Republic, this document is governed by the laws of the State of Washington, excluding its conflicts laws, and you agree that the sole jurisdiction for any disputes you may have with us is in superior court in King County, Washington, USA. Your signature below means that you have read and fully understand this Release and Waiver Agreement. It also means that you know that this document is intended to have a binding legal effect on you. You further understand that if you alter this document in any way, we may decline to allow you to participate in the EAB immersion program and/or any future programs offered by us. You also certify that you are at least age eighteen (18) years. If you are not age eighteen (18), your parent or legal guardian must sign this document authorizing you to participate in this tour and agree to all of the terms and conditions of this document.

IMPORTANT: You must complete, sign, and return this form to EAB prior to participating in EAB's immersion program.

Participant's Name _____ Date _____

Participant's Signature _____

If Participant is under 18:

Parent or Legal Guardian's Name _____ Date _____

Parent or Legal Guardian's Signature _____