

## **Participant Agreement and Release of Liability**

**Valid for all programs departing after October 1, 2025**

THIS AGREEMENT CREATES A BINDING CONTRACT BETWEEN THE PROGRAM PARTICIPANT AND EF STUDY ABROAD AND INCLUDES A RELEASE OF LIABILITY. IT IS THE PROGRAM PARTICIPANT'S SOLE RESPONSIBILITY TO REVIEW THE ENTIRE AGREEMENT AND REFERENCED POLICIES BEFORE SIGNING.

EF Study Abroad programs offer participants professionally arranged educational travel, internship, and study abroad program experiences. All programs are operated outside of the United States by EF Education First International, AG. EF Institute for Cultural Exchange, Inc., an affiliate of EF Education First International, AG, headquartered in Massachusetts, acts only as a marketing services provider for that company, and is referred in this Agreement together with EF Education First International, AG as "EF Study Abroad".

### **ENROLLMENT**

1. Program participants must pay a non-refundable, non-transferable \$95 enrollment fee to complete their enrollment. All participant enrollment applications must be received by EF Study Abroad no later than 95 days prior to the commandment of the Program.
2. Late enrollment requests may be submitted after my Program's enrollment deadline and up until 14 days prior to departure. In the event of a late enrollment, I will pay a non-refundable \$200 late enrollment fee and make full payment of the current Program fee. I accept that I will be placed on a waiting list for up to 3 weeks while EF Study Abroad checks bus, flight, and hotel availability. I am responsible for any additional charges that may apply. EF Study Abroad may also offer an alternate flight to meet up with the Program or the option to arrange my own flight and buying the Land-Only portion of the Program. In some cases, entrance tickets may no longer be available to a late enrolling participant and no refund will be available. If EF Study Abroad is unable to place me on the Program or I do not wish to pay the additional charges, I may cancel my enrollment request and receive a full refund, including the late enrollment fee.

### **DISCLOSURE OF RISKS & RELEASE OF LIABILITY**

3. EF Institute for Cultural Exchange, Inc., EF Education First International, AG, and their affiliated companies, related foundations and charitable organizations, partners and any companies acting on their behalf, along with its and their officers, directors, employees, independent contractors, agents, and authorized representatives (collectively referred as the "EF Entities") do not own, operate, or control any entity that is to or does provide goods or services for the educational travel, internship, or study abroad program for which I have enrolled (the "Program") other than, if applicable, the EF Language Schools and the Hult Ashridge campus, including but not limited to: hotels; houses, homestays, apartments, dormitories or other lodging facilities; Field Directors; airline, vessel, bus or other transportation companies; local ground operators; visa or passport processing services; providers or organizers of additional excursions; or food service or entertainment providers. I acknowledge that, except where specifically noted herein, all such persons and entities are independent contractors and not employees of or employed by the EF Entities. As a result, EF Study Abroad is not responsible or liable for any injury, loss or damage to person or property, death, disease, sickness, delay or inconvenience in connection with the provision of any goods or services or arising from any negligent or willful act or failure to act of any such person or entity or of any third-party.
4. To the fullest extent permissible by law, I agree to release, hold harmless, and indemnify EF Education First International, AG.; EF Institute for Cultural Exchange Inc.; EF Language Schools, Inc.; EF Education First, AG.; Hult International Business School, Inc.; the Ashridge (Bonar Law Memorial) Trust; and all other EF Entities, including its and their parents, subsidiaries, affiliates, related foundations and charitable organizations, directors, shareholders, officers, employees, insurers, volunteers, sponsors, contractors, agents, independent Field Directors and authorized representatives; as well as my Faculty Leader or other institutional chaperone(s) and my college or university along with all entities within the college/university system and its board of directors and trustees (collectively, the "Released Parties") from, and covenant not to sue the Released Parties for, any and all claims, of any nature related in any manner to my participation in an EF Study Abroad Program, including but not limited to, claims for negligence; breach of contract; breach of express or implied warranties; negligent or wrongful death; or any statutorily based claim, unless and only to the extent that such claim arises solely from the intentionally wrongful or grossly negligent act of an employee of the EF Entities (the "Released Claims").
5. I hereby unconditionally and unequivocally waive any and all claims and demands for all 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,

property or other damage that I may suffer from any cause whatsoever related in any way to the Released Claims to the fullest extent permissible by law.

6. I further agree that this Release of Liability applies to and binds myself along with my family, personal representatives, executors, heirs, assigns, and successors. If I am enrolling and agreeing to this agreement on behalf of my minor child, I represent and agree that the minor child must be aged 13 or over at the time of departure and that this Release of Liability applies to and binds my minor child.

7. I understand that travel and living conditions in other nations is different from that 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 condition); civil unrest; vandalism; crime; political instability; and terrorism. In rare instances, medical services or facilities may not be readily available or available at all during part of a Program and, if available, may not be equal to standards in my home country. I further understand that different parts of the world present unique health, disease, and safety concerns, and I agree to review any specific risks related to the destinations applicable to my Program by visiting the U.S. Centers for Disease Control and Prevention's Traveler's Health website at [cdc.gov/travel](https://www.cdc.gov/travel) and the State Department's International Travel website at [travel.state.gov/](https://travel.state.gov/). I also agree to discuss any such risks with my physician and to obtain any needed immunizations or vaccinations related to all locations of my Program. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience and/or loss resulting from negligence or any other acts of 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 traveling to and participating in the EF Study Abroad Program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.

8. I acknowledge that international travel and living include certain inherent risks that include but are not limited to: (i) injuries caused by other travelers or third-parties; (ii) traffic-related accidents; (iii) dangers associated with water-based activities; (iv) dangers associated with or bites from animals, insects, or pests; (v) dangers associated with participating in sporting events; (vi) sanitation problems; (vii) food poisoning; (viii) lack of access to or inadequate quality of medical care; (ix) difficulty in evacuation in case of a medical or other emergency; (x) or any negligent or willful act or failure to act of any third party or for any other cause beyond the direct control of EF Study Abroad. 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 Program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.

9. I further agree to release the Released Parties from any and all decisions to cancel, modify, interrupt, or delay the Program as a result of unforeseeable events that are beyond the reasonable control of EF Study Abroad, that make the Program impossible or impracticable to conduct, or which become necessary or advisable for my safety or for the quality of the Program experience.

10. I understand and acknowledge that real or perceived epidemics, pandemics, or other infectious diseases or mass illness (including but not limited to COVID-19, H1N1, Ebola, SARS, bird flu, Zika, and Mpox) can delay, disrupt, interrupt, postpone, or cancel all or part of my Program. I agree to assume all risk of and hold EF Study Abroad harmless from any direct or indirect loss or expense associated with such occurrences.

11. The EF Entities shall have no liability or responsibility for me whatsoever when I am absent from activities directly arranged by EF Study Abroad, which includes all unstructured time, visits to friends or relatives, independent travel, any time where I am at any self-arranged accommodations, any optional periods or activities, and/or any travel prior to or after the Program.

12. I understand that my Program does not begin until I arrive at my first activity or accommodation arranged by EF Study Abroad and ends upon completion of the last activity or accommodation associated with my EF Study Abroad Program.

13. For Programs that include airfare arranged by EF Study Abroad, the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is subject to and limited by the airlines' contract of carriage, its tariff, the Montreal Convention or Warsaw Convention and their amendments or both.

## **PARTICIPANT HEALTH AND SAFETY**

14. I represent that I do not have any physical or mental health condition(s) that will create a danger or hazard for myself, other participants, or any other person or organization related to the Program. I acknowledge it is my responsibility to and represent that I have informed my home institution and EF Study Abroad of any disability that may require a reasonable accommodation to participate in the Program by no later than 95 days prior to departure. I

acknowledge and agree that access, accommodations, and protection that may be available during the Program will be governed by the local laws applicable to that location and not those of the United States.

15. I understand that I am required to notify my home institution and EF Study Abroad of any severe food allergy by no later than 95 days prior to departure. I understand that if I have food allergies, whether moderate or severe, I am responsible for monitoring and managing them and for informing all food suppliers. EF Study Abroad will do their best to ensure that suppliers are informed of known serious food allergies but cannot guarantee that all requests will be accommodated.

16. I understand and acknowledge that EF Study Abroad and my home institution reserve the right in their sole discretion to reject my application/enrollment or to dismiss me from the Program if, after acceptance/enrollment on the Program, EF Study Abroad or my home institution learns of any undisclosed condition (personal, medical, academic, or psychological) that in the sole opinion of EF Study Abroad or my home institution may endanger myself or others, or puts me at risk while traveling to or participating in the Program, or creates burdens or costs not required in order to support other participants in the Program. **If I am rejected or removed from the Program, EF Study Abroad's standard cancellation policy will apply.**

17. I understand and acknowledge that I am solely responsible for my pre-Program, Program, and post-Program medical care in all respects, including but not limited to obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment. I agree that I am solely responsible for paying for the costs and expenses of any such medical care, which may entail paying for such cost and expenses out-of-pocket and/or in advance and seeking insurance reimbursement after such medical care.

18. If I become ill, incapacitated or medically compromised while on the Program, EF Study Abroad, its employees, and any other representatives, contractors, or suppliers, including a healthcare provider, or a health consultant, may take any action they deem necessary for my safety and well-being, including securing medical treatment, health consultations and/or transporting me home at my own expense. EF Study Abroad retains the right, in its sole discretion, to contact my home institution (including any Faculty Leader or other institutional chaperone), my designated Emergency Contact or any parent/guardian or relative with regard to any matter whatsoever (including but not limited to: health issues, safety issues, legal issues, account balances) that relates to my Program. I also understand and agree that my home institution and EF Study Abroad may share information as necessary to provide me with the Program or to secure any medical treatment, consultation, or care during the Program. These rights transcend any and all privacy regulations that may apply and, to the extent applicable, I consent to this information sharing and agree to waive any rights I would have in this information under the Family Educational Rights and Privacy Act (FERPA). In the event of a medical emergency or any situation requiring medical intervention or consultation, EF Study Abroad will attempt to cause appropriate treatment to be administered, and I authorize EF Study Abroad to do so. EF Study Abroad may offer to connect the traveler with external mental or physical healthcare resources, including mental health assessments, and the traveler and if necessary, their parent/guardian authorizes the use of these services. EF Study Abroad, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered or to be timely administered, and EF Study Abroad will not be responsible for monitoring any health care that I may need.

#### **PARTICIPANT BEHAVIOR AND RESPONSIBILITIES**

19. I agree to review and fully comply with all policies related to the Program set by EF Study Abroad, my home institution, and any applicable hosting institution or supplier (including those of any internship provider, hosting family, dormitory, or other housing accommodation).

20. I agree to abide by all policies, regulations and directives of my home institution, EF Study Abroad and/or its staff, and of those of any representative, contractor, or supplier during my Program. These regulations include but are not limited to prohibitions on the possession and/or usage of illegal drugs, overindulgent alcohol consumption, disruptive actions to the others associated with the Program, damage to property, engaging in any criminal conduct, use or possession of any weapon or firearm, bullying, sexual harassment, or causing or threatening to cause physical harm to myself or another person. I understand and agree that my home institution and/or EF Study Abroad may dismiss me from the Program at any time and at my sole expense for the failure to follow such policies or directives or for any other reason that my home institution and/or EF Study Abroad deems in their sole discretion threatens my or another person's health or safety, damages the Program or Program experience, or negatively affects the working relationship with any provider, supplier, institution, or government. I understand that in the event I am dismissed from the Program for any reason, I waive the right to a refund of any part of my Program cost from EF Study Abroad, and that EF Study Abroad may then send me home at my own expense and is not responsible for arranging my transport home.

21. I agree to abide by all local laws, regulations, and governmental advisories for all locations of my Program while abroad, including those concerning drugs and alcohol. 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 cost from EF Study Abroad, and my home institution and/or EF Study Abroad 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. Actions resulting in incarceration will result in immediate

termination from the Program, and I agree to waive the right to a refund of any portion of my Program cost from EF Study Abroad. EF Study Abroad is not responsible for any legal fees or arrangements for legal counsel.

22. I acknowledge and agree that EF Study Abroad is not responsible for loss of passports, airline tickets, or other documents, or for loss of or damage to luggage or any other personal property.

23. I acknowledge and agree that I am solely responsible for obtaining prior to Program departure a valid passport, applicable visas and any other travel documents, as well as verifying and satisfying entry or transit requirements necessary for each country of travel on my selected Program itinerary. This may include required medical documents, testing, or proof of vaccinations (including any requirement to provide proof of full and up to date COVID-19 vaccinations.) I acknowledge that U.S. persons are required to have a passport for all trips outside of the U.S., which must be valid for at least six months beyond the completion date of the Program and have a minimum of 2 blank pages available in the passport. Entry laws differ with respect to participants' citizenship. Non-U.S. citizens will need to contact the embassy or consulate of their destination and transit countries to ensure they meet specific entry requirements, regardless of which party makes the travel arrangements. I understand that EF Study Abroad recommends that I apply for any necessary visas with a visa processing service. I understand that failure to obtain the necessary travel documents or meet entry requirements will result in my removal from the Program and standard cancellation terms will apply.

24. Participants must provide their complete first, middle, and last name, dates of birth, and sex as they appear (or will appear) on their passports. Any corrections to passport names made after 95 days prior to departure may incur a change fee from the supplier, as well as a service fee from EF, which will be passed on to the participant. I acknowledge and agree that I am responsible for the change fee. If I have not yet applied for a passport, I will provide my full name and date of birth as they appear on my birth certificate. **If I identify as a different gender than the sex listed on my passport and require alternate arrangements, I will notify EF Study Abroad by 95 days prior to departure and EF Study Abroad will discuss what reasonable accommodations may be available.**

25. I acknowledge and agree that I am solely responsible for any phone calls or incidental personal expenses that I incur during the Program, as well as for any damage I cause to any housing accommodation or other property.

26. I acknowledge and understand that EF Study Abroad is committed to providing an inclusive program experience, and all program participants play a role in this. On my program, I understand that I will meet people who represent a variety of backgrounds and beliefs. Any behavior **that my home institution and/or EF Study Abroad deems in their sole discretion to negatively impact the group dynamics and ability of all students to fully participate** may result in my dismissal from the program and sent home at my sole expense.

#### **PROGRAM ITINERARY CHANGES OR MODIFICATIONS**

27. EF Study Abroad reserves the right, in its sole discretion, to make changes in the Program's itinerary, changes to the order of events or activities, and other changes, including but not limited to substitutions or changes in courses, activities, mode of transportation, housing arrangements or accommodations, program director, Field Director, site visits, lectures, and other educational activities listed or provided in any Program materials. EF Study Abroad shall not be liable for any costs or expenses related to such changes, substitutions, or modifications. A participant's home institution may also make changes to the Program's itinerary, including but not limited to the start date, duration, group size, and private brackets, and EF Study Abroad is not responsible or liable in such an event. Participants who choose not to continue on a changed or modified Program are subject to EF Study Abroad's standard cancellation policies.

28. EF Study Abroad may, in its sole discretion, approve or disapprove of any participant's change in housing arrangements or accommodations, including but not limited to opting out of EF Study Abroad-arranged housing or accommodations. If EF Study Abroad agrees to allow me to choose and/or arrange my own housing arrangements or accommodations, I agree that EF Study Abroad is not responsible for, and that I agree to release and hold EF Study Abroad harmless from, any loss, claims, costs, liabilities, disruptions, or other issues that result.

29. Any EF Study Abroad-arranged housing or accommodations will be available only to actively engaged participants in the Program. If I withdraw from or am removed from the Program for any reason, I acknowledge and agree that my housing arrangements or accommodations immediately ceases, and I will not be entitled to any refund from EF Study Abroad. I understand that I will be solely responsible for the costs and expenses of any alternate housing arrangements or accommodations.

## FLIGHTS

30. I accept that EF Study Abroad reserves seats on FAA, or similar international governing body, certified commercial and charter airline carriers. Due to the nature of EF Study Abroad's airline contracts, air arrangements may be subject to change and subject to certain constraints including, but not limited to, the availability of certain routings, travel times, and direct or non-stop flights. EF Study Abroad tries its best to provide the most direct route to your destination city. However, due to available flight routings, EF Study Abroad cannot guarantee non-stop or direct flights. Sometimes, groups may travel on an overnight red-eye flight, departing the evening before the Program is scheduled to begin. In rare cases, groups may have a domestic and/or international overnight, layover, and/or bus transfer. Based on seat availability and the size of the plane, EF Study Abroad may not be able to accommodate all members of a group on the same flight, in which case the Faculty Leader will determine, where practical, which flight itinerary each participant will travel. In such instances that a participant is not satisfied with their flight assignment, EF Study Abroad's standard cancellation policy will apply.

EF Study Abroad's group contracts do not allow upgrades, stopovers, or the accrual of frequent flier miles. EF Study Abroad and the airlines are not able to accommodate seat changes, upgrades, or modifications for group and/or individual bookings. We are not able to pre-assign seating. Seat assignments will be provided upon check-in. Depending on your group's size, participants may or may not sit together. Some countries may require aircraft insecticide treatment for inbound foreign flights. A list of such countries is available at [eftours.com/insecticide](http://eftours.com/insecticide).

Flights to and from the following destinations may originate/end at any of the airports in that vicinity. On occasion, the Program may return to a different airport than the one you departed from.

- Chicago: O'Hare or Midway
- Dallas: Dallas/Fort Worth or Dallas Love Field
- Houston: George Bush Intercontinental or Hobby
- Miami: Fort Lauderdale or Miami
- New York: LaGuardia, JFK, or Newark
- San Francisco: Oakland, San Jose, or San Francisco
- Washington, D.C./Baltimore: BWI, Dulles, or Ronald Reagan National
- Los Angeles: Los Angeles, Ontario, Burbank, or Santa Ana
- Ireland: Cork, Shannon, or Dublin
- Scotland: Edinburgh or Glasgow
- London: Heathrow or London City
- Paris: Charles de Gaulle or Orly
- Milan: Linate or Malpensa
- Tokyo Narita or Haneda
- Osaka: Itami or Kansai
- Seoul: Incheon or Gimpo

31. If my home institution allows it, I acknowledge that I have the option to make my own flight arrangements and join the Program at the first hotel on the itinerary, this is referred to as Land Only travel. Land Only travelers are responsible for making their own arrangements to and from the hotel or airport. In this case, the Program price will be reduced depending on the length and destination of the Program. EF Study Abroad is not responsible for any travel-related delays or inconveniences for Land Only travelers. Additionally, travelers younger than 18 years old are not permitted to travel Land Only unless accompanied by an adult traveling on the Program.

## CANCELLATION AND MODIFICATION POLICIES

The cancellation policies outlined below take into consideration the costs EF Study Abroad incurs often years before groups ever depart. Notice of cancellation from an EF Study Abroad Program will only be accepted from the traveler, their legal guardian, the Faculty Leader, or the home institution's study abroad office. The date of cancellation will be determined by the date on which EF Study Abroad receives notice. Scholarship, financial aid, or other institutional funds applied to a traveler's account will be refunded directly back to the home institution; any remaining refunds will be sent to the traveler. In order to qualify for refunds in accordance with EF Study Abroad's Standard Cancellation Policy outlined below, all payments must be received on time.

32. **Worry Free Cancellation**

Eligible travelers who enroll on a new program by 150 days prior to departure, can cancel for any reason up to 30 days after enrollment for a full refund of 100% of the money paid to EF Study Abroad. Travelers must pay in full or enroll in our Automatic Payment Plan at the time of Program enrollment and must remain either paid in full or enrolled in our Automatic Payment Plan and in good financial standing at the time of cancellation to remain eligible. Travelers enrolling through the partial or full redemption of a future travel voucher or by rebooking a previously scheduled program are not eligible for worry free cancellation.

33. **EF'S Standard Cancellation Policy\***

**360 days or more prior to departure**

Full refund less the \$95 non-refundable fee, all Non-Refundable Fees, and a \$100 cancellation fee.

**359 to 180 days prior to departure**

Full refund less the \$95 non-refundable fee, all Non-Refundable Fees, and a \$300 cancellation fee.

**179 to 95 days prior to departure**

Full refund less the \$95 non-refundable fee, all Non-Refundable Fees, and a \$500 cancellation fee.

**94 to 60 days prior to departure**

Full refund less the \$95 non-refundable fee, all Non-Refundable Fees, and 50% of the program price.

**59 days or less prior to departure**

No refund will be issued.

\*Travelers who purchase the Global Travel Protection plan have the option to cancel the trip until 60 days prior to departure due to reasons not covered by the insurance underwritten by United States Fire Insurance Company and rebook to another EF Study Abroad Program within 30 days of such cancellation. Traveler is responsible for finding a new Program and final placement is based on availability. Such Program needs to take place within 180 days from cancellation, and any difference in price will be covered by the traveler (non-refundable fees from the original Program will not be put toward the rebooked program). This benefit is not an insurance provided by United States Fire Insurance Company.

\*Travelers who purchase the Global Travel Protection Plus plan have the option to cancel with a non-insurance Cancel for Any Reason waiver provided by EF Study Abroad. The non-insurance Cancel for Any Reason waiver benefit provided by EF Study Abroad provides a cash refund for trip costs paid (less the cost of the plan, the non-refundable enrollment fee, and any other non-refundable fees) to EF Study Abroad for cancellation prior to departure. For plans issued in New York, customers can purchase the non-insurance Cancel for Any Reason waiver separately from the rest of the travel protection plan - for further details, please contact Academic HealthPlans at 877-974-7462 ext. 321.

34. **Cancellation with Replacement \*\***

**180 days or more prior to departure**

Full refund less the \$95 non-refundable enrollment fee and all Non-Refundable Fees.

**179 to 95 days prior to departure**

Full refund less the \$95 non-refundable enrollment fee, all Non-Refundable Fees, and a \$100 substitution fee.

**94 days or less prior to departure**

Replacements can no longer be accepted, and EF Study Abroad's Standard Cancellation Policy will apply.

*\*\*Cancellation with replacement refers to a traveler who cancels but finds a person to replace them for the same Program. The replacement's Enrollment must be submitted at the same time as the notification of cancellation.*

35. **Faculty Leader Cancellation**

For Faculty-led programs, a Faculty Leader must accompany the travelers on every program. If a Faculty Leader cancels or is removed for any reason, they or the home institution will be asked to assign a new Faculty Leader. Any travelers who cancel at this point and choose not to travel with their replacement Faculty Leader will be treated as standard cancellations. If no replacement Faculty Leader is found, or should a Faculty Leader or the home institution choose to cancel for any other reason (including low enrollment), the affected travelers will need to cancel to be eligible for EF Study Abroad's Standard Cancellation Policy. Those travelers interested in being placed with a new Program group should contact EF Study Abroad at 877-

485- 4184. If EF Study Abroad cannot find a new Program for these travelers, EF Study Abroad's Standard Cancellation Policy will apply.

### 36. **Cancellations or Modifications Required by External Events Beyond EF's Reasonable Control**

To the fullest extent permissible by law, EF Study Abroad is not responsible or liable for, and no refunds will be given as a result of, delays, cancellations, modifications, or interruptions affecting all or part of a Program or for any resulting injury, loss or damage to person or property, or death that results from any event, cause, or circumstance beyond the reasonable, direct control of EF Study Abroad (a "Force Majeure Event"). For avoidance of doubt, a Force Majeure Event includes but is not limited to: (i) so called "acts of God"; (ii) actual or threatened epidemics, pandemics, plagues, outbreaks of infection diseases, mass-illness or other public health issues, emergencies, or associated quarantine or isolation requirements; (iii) acts of any governmental or ruling authority or governmental shut-down; (iv) acts of war (whether declared or undeclared) or civil unrest, insurrection or revolt; (v) strikes or other labor activities; (vi) criminal, terrorist or threatened terrorist activities of any kind; (vii) travel restrictions, warnings or advisories issued by any local, municipal, county, state or federal governmental body, agency, or organization; (viii) overbooking or downgrading of accommodations by third-parties; (ix) limitations imposed on or cancellations of group bookings for entrances or activities by third-party suppliers or vendors; (x) structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein); (xi) mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely (including flight delays, interruptions, or cancellations); (xii) severe or unexpected weather or other environmental events (including storms, fire, floods, and volcanic ash clouds); (xiii) financial failure or other defaults by suppliers; or (xiv) any unavailability or interruption of any service provider that is relied upon by EF Study Abroad to operate the program or otherwise fulfill an obligation to its travelers.

EF Study Abroad incurs substantial non-recoverable costs and expenses of its own in planning, preparing, and pre-paying amounts for such Programs. Accordingly, if a Program cannot depart as originally scheduled or is interrupted for any Force Majeure Event, travelers will receive an EF Study Abroad Future Travel Voucher in the amount of all monies paid less the cost of any purchased travel protection plan to allow travelers the ability to reschedule their Program at a time after the Force Majeure events abate. In the event of a delayed or interrupted Program, the amount of the Future Travel Voucher will be pro-rated for the missed portions of the Program.

EF Study Abroad Future Travel Vouchers are valid up to 25 months from the original Program's schedule departure. Future Travel Vouchers are transferrable at the face value of the voucher to members of the participant's immediate family or school community. The Future Travel Voucher is not a merchandise credit or a gift certificate and may not be redeemed for cash unless specifically noted on the voucher. Participants who had booked their Program by redeeming a previously issued Future Travel Voucher may have different terms and options available to them based on the originally issued voucher terms.

### 37. **Refunds**

Where applicable, refunds for overpayment or credit will be issued upon request and after the most recent payment has been in the traveler's account for 21 days. Refunds will be issued back to the original form of payment unless that is no longer valid, in which case a refund check will be issued in the name that appears on the traveler's account. All refunds (electronic or paper) are issued 4-6 weeks after the request has been processed. There will be a non-refundable \$50 stop-payment fee for lost refund checks.

### 38. **Non-Refundable Fees**

Non-Refundable Fees are defined as the Enrollment Fee (\$95), Global Travel Protection plan cost, Global Travel Protection Plus plan cost and Manual Payment Plan Fee as well as any late fees, late enrollment fees, Automatic Payment Plan decline charges, return check/direct debit fees, late special travel request fees and canceled check fees which have been applied to the account at the time of cancellation.

## **PAYMENT PLAN TERMS & CONDITIONS**

You may choose the Automatic Payment Plan or Manual Payment Plan, for which the following Terms and Conditions apply:

#### 39. **Automatic Payment Plan**

Travelers must select a payment method of either direct debit from a checking account or a credit or debit/ATM card (card must display the Visa or MasterCard logo). EF Study Abroad must have the checking account or cardholder signature on the Enrollment Form, electronic signature or verbal authorization indicating agreement to EF Study Abroad's Automatic Payment Plan Terms and Conditions before the plan is activated. A minimum of three automated payments are required. Travelers who are not eligible for the Automatic Payment Plan must pay in full upon enrollment or enroll in the Manual Payment Plan. Travelers must provide a valid email address and pay the Program's \$95 non-refundable fee before the plan is activated. Travelers who choose monthly payments must choose a date between the 1st and 26th of the month on which their account will be automatically debited. Travelers who choose bi-weekly payments must choose a weekday on which their account will be automatically debited. Due to weekends and holidays, EF Study Abroad reserves the right to debit the travelers' account up to three days after the scheduled date.

The Automatic Payment Plan amounts are subject to change if Program items or payments (other than the Automatic Payment Plan) are added or removed in excess of \$20. All other items or payments totaling \$20 or less that are added or removed will only be reflected in the final payment. After the Automatic Payment Plan's final scheduled payment, any additional items are due at time of purchase. Payments will no longer be automatically deducted.

A non-refundable \$50 fee will be assessed each time a payment is returned or declined. In these cases, the plan will be recalculated to have the missed payment redistributed across the remaining schedule. EF Study Abroad reserves the right to withdraw travelers from the plan for returns or declines in two consecutive payments. Should the final payment be returned or declined, travelers will automatically be withdrawn from the plan.

Travelers are not charged late fees while enrolled in the Automatic Payment Plan. Should the traveler opt to withdraw from the plan or is withdrawn by EF Study Abroad, the traveler will be enrolled in the Manual Payment Plan and the \$50 plan fee will be assessed.

#### 40. **Manual Payment Plan**

If travelers do not pay in full upon enrollment or choose the Automatic Payment Plan, they will be enrolled in the Manual Payment Plan and a non-refundable \$75 plan fee will be applied. Travelers must provide a valid email address and pay the Program's \$95 non-refundable enrollment fee at the time of Program enrollment. Based on date of enrollment, travelers will be invoiced up to three payments. The first payment of \$500 is due 30 days after enrollment. The second payment of \$500 is due 90 days after enrollment. The remaining balance is due 95 days prior to departure. A late fee of \$100 will be assessed for any missed payment. All late fees are non-refundable. Travelers can pay with debit/credit card (card must display the Visa or MasterCard logo) or personal checks. Payments made by personal check must be submitted with the traveler's name and account number. A non-refundable \$50 fee will be assessed each time a payment is returned or declined. Travelers are responsible for making on-time payments even if an invoice is not received.

All payment due dates refer to the dates by which each payment must be received by EF Study Abroad. EF Study Abroad reserves the right to cancel the traveler's reservation if any payment is past due by 30 days (or 15 days after final payment). Payment for the Global Travel Protection Plan or the Global Travel Protection Plus plan is due at time of purchase.

#### 41. **Paperless Billing Terms & Conditions**

Should you choose to enroll in Paperless Billing, the following Terms and Conditions apply:

Traveler will receive electronic invoices in connection with all information related to EF Study Abroad account, including Program invoices, and other notices that are available in electronic format. Traveler understands this means that, once enrolled, traveler will not receive paper copies. Invoice reminders will be sent to the billing e-mail address that traveler provides on their enrollment form. Traveler may view and print invoices by logging into account at [efstudyabroad.com](http://efstudyabroad.com).

EF Study Abroad is not responsible for any delay or failure to deliver any invoice, and traveler understands that nothing in these Terms and Conditions relieves obligation to pay invoice. Traveler may elect to not receive electronic invoices and change to billing by U.S. mail at any time by logging into account at [efstudyabroad.com](http://efstudyabroad.com) or by calling 877-485-4184.

To the extent permitted by law, paperless billing is provided "as is" with faults and without warranties of any kind, either expressed or implied. Traveler assumes all responsibility and risk for use of paperless billing. EF Study Abroad does not warrant that the information, processes, or services will be uninterrupted, or bug or error free.



## TRAVEL PROTECTION PLAN OFFERINGS

42. I acknowledge and understand that travel protection plans are available through EF Study Abroad and the policy details have been made available to me. The plans provide both pre-departure and on-program benefits for circumstances that occur on an individualized basis, including medical expense coverage that may apply on my Program, and Program cancellation for designated covered reasons. **If my Faculty Leader or home institution prohibit the use of the plans available through EF Study Abroad it is my responsibility to obtain my own personal insurance coverage, should I so choose.** If I am utilizing my own personal insurance coverage, I understand that international benefits (including medical and accident benefits) may be limited or not available through my U.S. health insurance, and I am responsible for any non-covered expenses. I acknowledge and understand the travel coverage plans available through EF Study Abroad are not available for residents of U.S. territories including Puerto Rico and the U.S. Virgin Islands. **Travel Protection Plans available through EF Study Abroad are non-refundable after any of the following events: my departure on the Program, the filing of a claim, or 10 days after the date of purchase.**

## ACADEMIC AFFAIRS / CODE OF CONDUCT AND POLICIES

43. I represent and warrant that I am in good academic standing at my home institution, and not currently on disciplinary probation.

44. In addition to any relevant items covered in this Agreement, I acknowledge and understand that I will abide by any code(s) of conduct provided by my home institution, as well as any code(s) of conduct or academic or behavioral rules of any institution I participate in as part of my Program.

45. I acknowledge and understand that my home institution is responsible for, if applicable, awarding any academic credits for my EF Study Abroad Program. In the event of an early return from my Program, any awarding of credit, whether partially or in-full, will be at my home institution's discretion.

## PARTICIPANT PRIVACY RIGHTS AND DATA PROTECTION

46. I have read and agreed to the Terms of Use and Privacy Policy outlined at [EF Study Abroad's privacy policy](#), and I consent to the processing by EF Study Abroad of any personal data that I or my home institution provides to EF Study Abroad with respect to the Program.

47. I understand that EF Study Abroad will process any of my personal data received by me or my home institution in compliance with applicable data protection legislation for the purposes of completing my enrollment, customer service, enforcing my home institution's policies and codes of conduct, the purchase of an offered travel protection plan, and providing me with the products and services related to my Program. This may entail sharing my personal data with corporate affiliates, claims handlers, emergency and incident response partners, Program-related academic and other institutions, internship providers, insurance providers, and other business partners both within and outside the U.S., including to and within the EEA/Switzerland. I acknowledge that EF Study Abroad has put appropriate safeguards in place for such transfers of my personal data, including the standard data protection clauses adopted by the European Commission where applicable.

48. I understand that EF Study Abroad will only keep my personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. EF Study Abroad will keep my personal data for marketing purposes until I withdraw my consent. If I have questions about the processing or use of my personal data, would like to have a copy of the information EF Study Abroad holds about me, or would like to have inaccurate personal data corrected or erased, I can contact customer service at +1 (877) 485-4184.

49. EF Study Abroad or its representatives, affiliates, agents, contractors, or consultants may use any photographic, film, digital, or video likeness taken of me; any of my comments while on an EF Study Abroad program; any of my photographic, film, digital, or video content shared by me with EF Study Abroad through any format; and use my contact information for future publicity or marketing without compensation to me.

## ENTIRE AGREEMENT; FORUM SELECTION & GOVERNING LAW

50. This Participant Agreement and Release of Liability constitutes the entire agreement as between EF Study Abroad 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 Study Abroad and any marketing materials. This Agreement may be amended or modified only in a writing

signed by EF Study Abroad. The waiver by EF Study Abroad 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.

51. This Agreement and performance hereunder shall be governed in all respects, by the substantive laws of the Commonwealth of Massachusetts. In the event of any claim, dispute or proceeding arising out of my relationship with EF Study Abroad, or any claim which arises between the Parties, whether or not related to this Agreement or the literature for the trip or the trip itself, it shall be resolved exclusively in courts of the Commonwealth of Massachusetts and/or the United States District Court for the District of Massachusetts.

#### **AGREEMENT AMENDMENTS AND CONTACT INFORMATION**

52. By enrolling in an EF Study Abroad Program, I acknowledge that EF Study Abroad may change the Participant Agreement and Release of Liability terms from time to time and those changes become effectively immediately. Notice will be provided in the event of a material change. My continued use of EF Study Abroad's services following such notice constitutes acceptance and agreement to be bound by such changes.

53. The tour operator for my Program is EF Education First International, AG, Selnaustrasse 30, CH-8001, Zurich, Switzerland, organization number CHE109.874.655, VAT number CHE- 116.325.678 MWST. EF Institute for Cultural Exchange, Inc., acts only as a marketing services provider for that company and is located at Two Education Circle, Cambridge MA, 02141 (t: +1 (800) 457-1300; e-mail: [info@efstudyabroad.com](mailto:info@efstudyabroad.com)). EF Institute for Cultural Exchange Inc. is not an agent of EF Education First International, AG and does not provide any goods or services for the Program. The services provided are tax-exempt with credit in accordance with Swiss Federal Law with regard to VAT Article #23. EF Study Abroad is a registered as a "Seller of Travel" as defined by travel regulations in the following states: Florida (Reg. No. ST36778); California (Reg. No. 2015641- 20); Washington (Reg. No. 603084928).

I represent and warrant that I am over the age of 18 (or the parent/legal guardian of a minor traveler) and by checking this box am applying my electronic signature to certify that I have completely read, understand, and agree on behalf of myself and/or my minor child (where applicable) to be bound by this Participant Agreement Release of Liability.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Parent or Legal Guardian: \_\_\_\_\_

Date: \_\_\_\_\_