

## Group Leader Release

I am over the age of 21 and acknowledge and understand that my tour is operated outside of the U.S. by EF Education First International, Ltd., Switzerland. EF Institute for Cultural Exchange, Inc. is a marketing service provider for that company.

I understand that EF Education First International, Ltd., EF Institute for Cultural Exchange, Inc., and their affiliated companies, partners, and any companies acting on their behalf, along with their officers, directors, employees, agents, and representatives (collectively, "EF") do not own, operate, or control any entity that is to or does provide goods or services for my program, including, but not limited to: hotels, apartments or other lodging facilities; tour directors; airline; vessel; bus or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; or food service or entertainment providers. I acknowledge that all such persons and entities, specifically the Tour Director assigned to my tour, are independent contractors and not employees or agents of EF. As a result, EF 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.

I understand that, to the fullest extent permissible by law, EF is not responsible or liable for any delay, cancellation, modification, or interruption 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 (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, trains, or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely (including flight or train 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 to operate the program or otherwise fulfill an obligation to its travelers.

To the fullest extent permitted by law, I agree to release EF, my school, my school district and my school board and/or university system and my Tour Director (collectively, the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims, of any nature related in any manner to my participation in an EF sponsored tour or Service Learning Tour, including but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, or wrongful death or any statutorily based claim. 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 my participation in any EF-sponsored tour.

I understand that travel in other nations is not similar to travel within the United States. Travel 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. Medical services or facilities may not be readily available or available at all during all or part of a program and, if available, may not be equal to standards in participant's home country. I understand that a Service Learning Tour is a physically demanding excursion in a developing country and I knowingly assume the risks of such an excursion. 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 my destination by visiting the U.S. Centers for Disease Control and Prevention's Travelers health website at [www.cdc.gov/travel](http://www.cdc.gov/travel) and the State Department's International Travel website at <https://travel.state.gov/content/travel/en/international-travel.html>.

I acknowledge that international travel includes 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) sanitation problems; (vi) food poisoning; (vii) lack of access to or quality of medical care; (viii) difficulty in evacuation in case of a medical or other emergency; (ix) 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. 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 on behalf of myself, along with my personal representatives, executors, heirs, and family, from any and all liabilities to the maximum extent permitted by law. I agree that this Release applies myself along with my personal representatives, executors, heirs, and family.

I understand that if I become ill, incapacitated, or medically compromised while on tour, EF, its employees, and any other representatives, contractors, or suppliers, including a healthcare provider or health consultant, may take any action they deem necessary for my safety and well-being, including securing medical treatment, health consultations, or transporting me home at my own expense. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF will attempt to cause appropriate treatment to be administered and I authorize EF to do so. EF, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered or to be timely administered. I fully release EF from any liability for such decisions or actions as may be taken on my behalf.

## Group Leader Agreement

### I hereby agree to the following:

1. I have read and agreed to EF's Booking Conditions and will ensure that my travelers and their parents have also read and agreed to EF's Booking Conditions, Release and Agreement, and Rules of the Road and fully understand EF's payment plans and cancellation policy. I represent and warrant that I will accurately disclose to my travelers EF's program pricing and any tipping costs, and will not charge or collect any additional fees from my travelers.
2. I shall be the liaison between my travelers and EF. As such, I agree to read all written materials and relay all relevant information to my travelers.

3. As the liaison, I will be reachable to both parents and EF for the duration of the tour. Should I not be able to continue fulfilling my Group Leader duties, I will appoint a new Group Leader to takeover for the remainder of tour and will inform all parents of this change.
4. I understand and acknowledge that I am responsible for the safety, discipline and supervision of the travelers in my group and ensuring that they adhere to our rules. I understand that this is a supervised program and that group standards must be observed. It is my responsibility to take disciplinary action should there be any infractions of these rules or other behavior that warrants such disciplinary action. These responsibilities cannot be passed on to the Tour Director or any EF employee. In the event my group must be split for any activity, I shall designate a responsible adult traveler to supervise the students I cannot accompany.
5. I shall obtain approval from EF before engaging a supplier to provide an activity not included in the itinerary.
6. In the case of illness, accident, lost passport or any other cause that requires a traveler to remain behind, I agree to stay with the traveler. I understand that I must ensure that the rest of the group is accompanied by a responsible adult. If none is available, the entire group must stay behind.
7. I understand that should I decide to cancel my participation in the tour and I am unable to find a replacement Group Leader, that EF's Standard Cancellation Policy, as outlined in the EF Booking Conditions, will be applied to my travelers' accounts.
8. I acknowledge that EF will conduct a criminal background check ("CBC") as a pre-condition to travel. If I refuse to consent to the CBC, I will be unable to participate in the tour and will be responsible for finding a replacement Group Leader.
9. I understand that should my group size exceed one bus (as per max bus size in destination) I shall assign an adult traveler as lead chaperone for the second bus. I shall inform the travelers' parents who this lead chaperone is and the lead chaperone shall sign a release and agreement acknowledging their responsibilities.
10. I understand that in the event that I am unable to recruit enough paying travelers to meet the free place ratio, I will be responsible for paying a discounted program price no later than 14 days prior to departure. If this discounted program price is not paid by 14 days prior to departure and is the result of an extra chaperone, EF reserves the right to remove that chaperone from the tour.
11. I understand that in the event an owed balance remains on my account at 13 days prior to departure, EF may use my loyalty points to pay this outstanding balance.
12. I understand that if I receive \$600 or more from EF (e.g. stipend, referral incentive), it is subject to taxes and a 1099 Form will be mailed in late January. I will provide EF with my Social Security number to process the payment.
13. I shall confirm that my travelers have valid passports and meet all entry requirements for the destinations of the tour and destinations transited through enroute to or from tour. I will explain to my travelers that EF is not responsible for cancellations due to lack of passport, visa or electronic travel authorization, and standard cancellation policies will apply.
14. I agree that EF shall have the right, at its discretion, to terminate my services as Group Leader for actions or conduct which EF considers to be detrimental or incompatible with the safety, comfort or welfare of the tour as a whole. In that event, any accrued loyalty points or trips planned through the redemption of loyalty points may be removed from my account at EF's discretion.
15. I acknowledge that the Group Leader Release and Agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts. Any claim, dispute or proceeding arising out of my

relationship with EF, or any claim which arises between the Parties, whether or not related to this agreement, shall be resolved solely in courts of the Commonwealth of Massachusetts and/or the United States District Court for the District of Massachusetts

16. I consent to EF using any photographic, film, digital, or video likeness taken of me, any of my comments while on an EF tour, any project work (including but not limited to online learning programs offered by EF), and any of my photographic, film, digital, or video content shared by me with EF through any format for future publicity or marketing without compensation to me and also may use my contact information for future EF promotions. I have read and agreed to the Terms of Use and Privacy Policy outlined at [eftours.com/legal-notices](http://eftours.com/legal-notices) and I consent to EF's processing of my personal data as described in EF's Booking Conditions. Additionally, I understand that EF may share my email with the consolidated Group Leaders of my tour.

**EF agrees to provide the following so long as the Group Leader complies with all terms and conditions of this Agreement:**

1. To provide the educational tour as agreed and subject to the Booking Conditions.
2. To maintain commercial general liability insurance for the Group Leader, school and/ or school district (if applicable) as Additional Insureds, which provides coverage with respect to any covered claims related to the tour. EF also agrees to obtain a release from the traveler(s) and/ or the travelers' parents related to such potential claims.
3. To cover the cost of the Group Leader's enrollment on the offered Global Travel Protection Plan. Details can be found at [eftours.com/coverage](http://eftours.com/coverage).

**I confirm that I have fully read, understand, and agree to be bound by this Release & Agreement, and that it applies to any EF travel associated with tour, including, but not limited to, Free International Training Tours.**

\_\_\_\_\_  
Group Leader Signature

\_\_\_\_\_  
Group Leader printed name

\_\_\_\_\_  
Account number

\_\_\_\_\_  
Tour number/date

\_\_\_\_\_  
Date