



Pan Atlantic Foundation **10. Participant Agreement and Release Form**

PAN ATLANTIC FOUNDATION HIGH SCHOOL IN AMERICA PROGRAM PARTICIPANT CONTRACT, WAIVER,
AND ARBITRATION AGREEMENT

This form is important. It includes terms and conditions and releases Pan Atlantic Foundation from legal liability. All participants and their parent(s)/guardian(s) MUST sign this form.

I understand and agree that this agreement shall constitute a binding contract between the undersigned and “Pan Atlantic Foundation”, where Pan Atlantic Foundation is defined to include: Pan Atlantic Foundation, its affiliates, and their owners, directors, officers, and employees.

1. I hereby waive and release Pan Atlantic Foundation to the maximum extent permitted by law, from any claims, causes of action, and liability for any loss or damage (including, without limitation, damage to property, personal injury, illness, or death) suffered or incurred in connection with the Program, by me (or my dependent), whether based on breach of contract, statutory duty or warranty, negligence, or any other grounds.
2. I will indemnify Pan Atlantic Foundation for any loss or damage incurred or suffered by it and caused by me (or my dependent) in connection with the Program.
3. Pan Atlantic Foundation does not own or operate any entity which is to or does provide goods or services for the Program (except that it employs regional directors and staff and may cover participant with Pan Atlantic Foundation affiliated travel insurance), including, for example, arrangements for or ownership or control over houses, apartments, or other lodging facilities, airline, vessel, bus, or other transportation companies, local ground operators, visa processing services, providers or organizers of optional excursions, food service, or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Pan Atlantic Foundation is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Pan Atlantic Foundation is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments, or other lodging facilities (or in any heating, plumbing, electrical, or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation



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problems, food poisoning, epidemics or the threat thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Pan Atlantic Foundation.

4. I understand that perceived or actual epidemics (such as, but not limited to, H1N1, SARS, or bird flu) can delay, disrupt, interrupt, or cancel programs. I agree to assume all risk of any such problems which could result from any such occurrences.

5. Pan Atlantic Foundation retains the right, in its sole discretion, to contact participant's school, parents, and/or guardian with regard to health issues or any other matter whatsoever which relates to participant or participant's program. These rights transcend any and all privacy regulations that may apply.

6. In the event of a medical emergency, Pan Atlantic Foundation will attempt to cause appropriate treatment to be administered. However, it makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered.

7. Pan Atlantic Foundation, in its sole discretion, can approve or disapprove of any participant's housing.

8. Pan Atlantic Foundation reserves the right to decline, accept, dismiss, or retain any person as a participant in any program at any time before or during the program for any reason. If a participant is removed by Pan Atlantic Foundation from a program for cause, or if the participant voluntarily leaves the program, there will be no refund of any payments made.

9. I agree that all of the information provided in the application is true to the best of my knowledge and that any falsification of information may lead to immediate dismissal from the program.

10. All program applications are subject to acceptance by Pan Atlantic Foundation

11. I give Pan Atlantic Foundation permission to use any written, photographic, or video images of me (or my dependent) in the course of reporting on and/or promoting Pan Atlantic Foundation programs.

12. Participant and parent(s)/guardian(s) are responsible for all fees and charges associated with this program. This includes, but is not limited to, any private school tuition, fees, or other associated costs incurred.

13. I give my son/daughter permission to travel with the host family, organized and adult supervised school or organizational function, or Pan Atlantic Foundation organized trip.

14. In the event any part of this "Pan Atlantic Foundation Program Participant Contract and Waiver" is found to be legally void or unenforceable, then such part will be stricken but the rest of this document will be given full force and effect.



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15. **COMPULSORY ARBITRATION:** I agree that any dispute concerning, relating, or referring to this contract, any literature concerning this program, or the program itself shall be resolved exclusively by binding arbitration in Maine, according to the then existing commercial rules of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Such proceedings will be governed by substantive Maine law, without reference to its conflict of laws and or provisions.

Student Name (printed): _____

Student Signature: _____

Date (mm/dd/yyyy): _____

Parent/Guardian Name (printed): _____

Parent/Guardian Signature: _____

Date (mm/dd/yyyy): _____

Parent/Guardian Name (printed): _____

Parent/Guardian Signature: _____

Date (mm/dd/yyyy): _____