

Release Form

In this contract, "CAPA" shall mean the CAPA International Education, LP, a Massachusetts corporation, and its past and present employees, directors, officers, stockholders, members, agents, representatives, subsidiaries, parents and affiliates. The "Institution" shall mean the sponsoring organization, college or university, and its past and current officers, employees, affiliates, agents or representatives. I understand and agree to the following:

REFUND INFORMATION. CAPA makes financial commitments on behalf of students well before the start of the program. Full refunds are not possible after the full payment due date. Partial refunds, less confirmation deposit, will be given according to the cancellation policy listed in the agreement. Please note that partial refunds may not be possible.

1. **PERMISSION TO SHARE INFORMATION.** I give the CAPA and my home institution permission to communicate with each other and my parents or other emergency contact person regarding all issues surrounding my education-abroad experience. This may include but is not limited to student account information, student conduct issues, health and safety, or academics; such contact may occur before, during or after the program.
2. If, in the sole discretion of the Institution or CAPA, at any time my behavior is deemed unacceptable, I may be expelled from the program and/or sent home at my own expense or that of my parent/guardian if I am a minor, and I shall not be entitled to receive a refund for any services not received. I hereby acknowledge and agree that if I break any law during my participation in the program I may be subject to prosecution by local law enforcement authorities, and that CAPA has no obligation or duty to defend me in any proceedings or to otherwise provide me with any assistance in connection therewith.
3. I recognize that participation in the program entails certain risks to my property and person that in certain circumstances can be serious. I freely and knowingly assume those risks. In addition, I hereby fully forever, irrevocably and unconditionally release, remise and discharge CAPA International Education, LP, and all its past and present employees, directors, officers, stockholders, members, agents, representatives, subsidiaries, parents and affiliates (collectively "CAPA") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, costs, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs) (collectively "claims"), of every kind and nature relating to or arising from any cause whatsoever, including without limitation from: (A) CAPA's negligence or other acts or omissions, (B) any sickness, injury, or accident that I may suffer (including those which result in my death) during my participation in the program, (C) any loss of or damage to any physical property, whether owned by me or a third party, (D) any errors or omissions contained in any brochure, application or any other literature I have received from CAPA or the institution, and (E) any delays in bookings or the making of travel arrangements or the non-confirmation or acceptance of any bookings, except for claims relating to my personal injury, death or other bodily harm directly caused by a deliberate wrongful act of CAPA or the Institution.
4. CAPA shall have the right, at any time and in its sole and absolute discretion, to cancel any program or make any changes or alterations in route, accommodations, price and/or details in the event of any program being rendered impossible or inadvisable in CAPA's sole discretion, by weather, strikes, war, civil unrest, terrorism, acts of god, government interference or any cause whatsoever that is beyond CAPA's control. Any and all expenses incurred as a result thereof shall be my responsibility.

5. I hereby agree and acknowledge that under no circumstance shall CAPA be obligated to pay any amounts hereunder to me or to any third party relating to CAPA's liability hereunder or relating to the program in excess of the aggregate amount received by CAPA from me, or on my behalf, in connection with my participation in the program.
6. I hereby agree to indemnify, defend and hold CAPA harmless from any Claims brought against or incurred by CAPA arising from or relating to any of my acts or omissions while participating in a CAPA program.
7. I hereby agree and acknowledge that it is my personal responsibility to obtain all passports, visas and required travel documents in order to enter each of the countries on my itinerary. I understand that if I am unable to obtain the necessary travel documents, or do not have them with me at the time of travel, I will not be entitled to a refund except as described in the agreement.
8. I hereby agree and acknowledge that CAPA shall not be responsible or liable for my well-being at any time that I am in my accommodations, during periods of independent travel or any other time period that is considered free time away from activities or events that are specifically authorized by CAPA. I understand that CAPA and the institution are not responsible for the acts or omissions of persons or entities outside their control, including without limitation, the acts or omissions of any airlines, surface transportation companies, including, without limitation, any car service companies, rental car companies, taxicabs, train service companies, any member of my or any other participant's homestay family, hotels, hostels, apartments, accommodation providers and other suppliers of trip services, and all of their respective employees, personnel or other agents. I hereby unconditionally release CAPA and the institution from all claims arising out of or relating to the acts or omissions of third parties not within CAPA or the institution's control.
9. Once the CAPA Program has started, no refunds will be made for sightseeing, excursions, accommodations or other services in which I have declined to participate.
10. CAPA may use statements made by me, photographs and video footage of me for publicity and advertising purposes.
11. CAPA is not responsible for any costs arising from the loss or theft of any of my personal property at any time, including my airline ticket.
12. This agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any controversy or claim arising out of or relating to this agreement, or the interpretation hereof, shall be determined by arbitration to be conducted before the American Arbitration Association in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the laws of the Commonwealth of Massachusetts. I hereby irrevocably submit and consent to and acknowledge and recognize the jurisdiction of any federal or state court located within the Commonwealth of Massachusetts for the purpose of enforcing any arbitration award.
13. In the event any provision herein shall be held void, invalid, or inoperative, such decision shall not invalidate or otherwise affect, in any respect, any other term or terms of this agreement. If any provision of this agreement shall be determined, under applicable law, to be overly broad in duration, geographical coverage or substantive scope, then such provision shall be deemed narrowed to the broadest term permitted by applicable law.
14. I hereby agree and acknowledge that I have carefully read this agreement, understand the contents herein, freely and voluntarily assent to all of the terms and conditions hereof, and sign my name of my own free act, and that I have had an opportunity to fully discuss and review the terms of this agreement with an attorney.

Signatures

I, or my parent or guardian if I am under 18 years of age, have read and understand this Release of liability and agree to be bound thereby. Any controversy or claim arising out of, relating to, or interpreting this Release shall be determined by arbitration to be conducted before the American Arbitration Association in Boston, Massachusetts, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the laws of the Commonwealth of Massachusetts.

Applicant's signature: _____ Date: _____

Parent/Guardian's signature: _____ Date: _____

Campus Coordinator's signature (if required by the Institution): _____ Date: _____