

Agreement and Release Form

1. I, the undersigned, a participant in the:

Name of Program

(hereinafter referred to as "Program"), for good and sufficient consideration, receipt of which is acknowledged, DO HEREBY WAIVE AND RELEASE all claims against Colibri Boston and its Directors and Staff arising from or in any way connected with the following:

- a. Injury, loss, damage, accident, delay, irregularity or expense arising from or connected with:
 - i. the use by the Program of any vehicle or other mode of transportation or services;
 - ii. any strikes, war terrorism, weather, sickness, quarantine, government restrictions or regulations, act of God or any other reason;
 - iii. any act or omission of any steamship, airline, railroad, bus company, taxi service, sightseeing, hotel, restaurant, institute, school or university, or any other firm, company, individual or agency;
 - b. Any intentional or unintentional injury, whether or not resulting in death to me or to any other person or persons, caused, in whole or in part, by me, whether alone or together with or in association with others;
 - c. Any intentional or unintentional damage or injury to property, whether personal, real or mixed, owned or in the custody or possessions of me, or any other person, caused in whole or in part, by me, whether alone or together with or in association with others;
 - d. Any financial or other obligations or liabilities that I may personally incur during the duration of the program, including, without limiting the generality of the foregoing, any obligations or liabilities incurred by me in any country in which the Program is conducted; and,
 - e. Any injury or loss whatsoever suffered by me during the periods of independent travel (which I understand may be unsupervised) or during any absence from the Program's supervised activities.
2. I AGREE TO INDEMNIFY AND HOLD HARMLESS Colibri Boston, its Director, Staff, and any of their agents, from any and all claims, costs, expenses, including but not limited to attorney's fees, arising out of or in any way connected with any of the matters described in section 1 above.
3. HEALTH AND SAFETY. I hereby grant to Colibri Boston and any of its Directors and Staff, full authority to take whatever action they may consider to be warranted under the circumstances regarding my health and safety, and I fully release each of them from any liability for such decisions or actions as may be taken in connection therewith. I authorize Colibri Boston, its Directors, and Staff, at their discretion, to place me, at my own (or my parents') expense, in a hospital within or outside the United States for medical services and treatment, or if no hospital is readily available, to place me in the hands of a local medical doctor for treatment. If deemed necessary or desirable by Colibri Boston, its Directors, or Staff, I authorize them to transport me back to my home by commercial airline or otherwise at my own (or my parents') expense for medical treatment. In the event Colibri Boston, its Directors, or Staff advance or loan of monies to me or incur special expenses on my behalf while I am abroad, I (and my parents) agree to make immediate repayment upon my return to my home country.
4. STANDARDS OF CONDUCT. I will comply with the Program's rules, standards and instructions for student/applicant/participants behavior. I hereby waive and release all claims against Colibri Boston, its Directors, and Staff, arising at a time when I am not under the direct supervision, to comply with such rules, standards and instructions; and I agree to indemnify Colibri Boston, its Directors, and Staff, against any consequences thereof. I agree that the Program shall have the right to enforce appropriate standards of conduct, and that it may at any time terminate my participation in the Program for failure to maintain these standards or for any actions or conduct which the Program considers to be incompatible with the interest, harmony, comfort and welfare of the Program and the other participants. If my participation is terminated, I consent to being sent back to my home country at my own (or my parents') expense with no refund of fees.



955 Massachusetts Ave #327
Cambridge, MA 02139 USA
info@colibriboston.org

5. ALTERATION OF THE PROGRAM. I understand and agree that the Program reserves the right to make cancellations, substitutions or changes in cases of emergency or change of conditions or in the interest of each participant, I understand and agree that if performance of the condition and agreements stated in the Program description must be altered because of war or any other like reason, Colibri Boston, its Directors, and Staff have the right to make such alteration or cancellation of part or all of the Program as Colibri Boston, in its sole discretion, deems necessary, and that only those funds not actually used or covering administrative expenses of the Program will be refunded to me. The amount of any refund in each individual case shall be determined by Colibri Boston at its sole discretion.
6. TRAVEL DOCUMENTS. I understand that it is my personal responsibility to obtain all passports, visas and travel documents as may be required in order to enter all countries on the Program, and to participate in the Program. Further, I shall hold the Colibri Boston, its Directors, and Staff harmless in the case where I may not obtain the necessary documents for participation in the Program. I understand that the inability to obtain these visas and other documents does not constitute grounds for withdrawal with refund.
7. REFUNDS. I understand and agree that the provisions of the Agreement and Release, rather than the provision of any other Colibri Boston publication, concerning refunds and cancellations penalties shall control refunds.
8. MISCELLANEOUS. All references in this Agreement and Release to the "Colibri Boston," "its Directors," and "Staff," etc. shall include all of their present, former and future officers, directors, staff members, employees, and agents. All reference herein to the "parents" of the applicant shall include the legal guardian or other adult responsible for the applicant (participant).
9. AGREEMENT. I have read and agree to all the terms and conditions set forth in this Agreement and Release and the Program brochure and understand that they constitute a part of my agreement with Colibri Boston.

Dated this _____ day of _____, 20_____.

Name of Student/Applicant/Participant

Signature

Witness

RELEASE OF PARENTS/GUARDIAN (Required of all students under 18 years of age)

I certify that I am the parent or legal guardian of the above student, and that I have read the foregoing Agreement and Release (including such parts as may subjects me to personal financial responsibility), and hereby relinquish any claim that I might have against the Colibri Boston, its Directors, and Staff, their agents (as set forth above), both on my own behalf and in my capacity as legal representative of the student/applicant/participant, including without limitation any claim arising as a result of the student's leaving the supervision of the Program or at a time when the student has left the supervision of the Program.

Dated this _____ day of _____, 20_____.

Signature of Parent/Guardian

Signature of Parent/Guardian