



DEERFIELD ACADEMY

Deerfield, Massachusetts 01342

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

China: Language and Culture (June 3 – June 27, 2020)

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Agreement, Waiver, and Release of Liability

**PLEASE INITIAL THE BOTTOM OF EACH PAGE AND RETURN THE ENTIRETY OF THIS FORM WITH THE ORIGINAL INK SIGNATURE.**

The parties to this Agreement are the “Student,” the Student’s parents or legal guardians, the “Program Leader(s)” as designated in the Program Description, and Deerfield Academy, its officers, agents, employees and third party provider(s) including, but not limited to, CIEE. The Student, with the consent and approval of the Student’s parents and/or legal guardian(s), has voluntarily chosen to participate in the Program described in the Program Description.

The Student and his/her/their parents/legal guardians:

- Will complete all attached forms and provide the necessary information as detailed in this packet,
- Certify that the information provided in this information and permission packet is correct, and
- Agree to keep it updated as necessary.

### Definitions and Program Description

Xiaofeng Kelly and Xiaofeng Feng of Deerfield Academy, Deerfield, MA, will be the Program Leaders for the China travel program, which will run from (including travel dates) June 3, 2020 through June 27, 2020. On June 3, Students and Program Leaders will meet and fly out of New York/New England Airport and travel to Beijing, arriving on June 4, 2020. From June 4 to June 18, Students and Program Leaders will be based out of Beijing, China where Students will study Chinese on campus at a local university, participate in a home stay in singles, pairs, or triples, participate in service activities, explore Beijing, and take excursions to local landmarks and towns. From June 18-27, Students and Program Leaders will then travel to areas throughout China, including cities in Inner Mongolia region: such as but not limited to Honhot, & Ordos, and also visit other areas in China including but not limited to Xi’An, Chengdu, and Shanghai. On June 27, 2020 Students will fly out of Shanghai and return to a New York/New England Airport.

The Program begins June 3, 2020 when Students depart the New York/New England Airport with the Program Leaders and extends until Students depart the Shanghai airport on June 27, 2020.

### 1. Code of Conduct and Adherence to Standards

- **The Student and his/her/their parents/legal guardians understand that:**
  - By participating in the Program, the Student is subject to both rules and regulations of Deerfield Academy and any other institution, company, or organization that may be involved regarding conduct in the Program and will be subject to disciplinary action up to and including expulsion from the Program for violations thereof.
  - Consumption of nonprescriptive drugs will not be tolerated.

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- Consumption of alcohol will not be tolerated.
- Use of tobacco products will not be tolerated.
- **The Student agrees:**
  - To abide by all policies, rules, and regulations of Deerfield and any other entity involved in the program and the laws of the United States, and the laws of the host country.
  - To obey all directives issued by Deerfield, the Program Leader(s), and any associated individuals, institutions, or organizations.

## **2. Program Participation**

- The Student is expected to participate in all activities that are part of the Program, including assigned preparatory and/or post-program work.
- The Student and his/her/their parents/legal guardians understand that failure to do so may result in the Student's termination from the Program.

## **3. Program Modification and Cancellation**

The Student and his/her/their parents/guardians understand and agree that Deerfield reserves the right to cancel or modify the Program before or during its operation for any reason including, but not limited to, emergencies, low enrollment, unavailability of one or more facilities or personnel, and changed conditions.

## **4. Termination of Participation**

- The student understands and agrees that, while participating in the Program, he/she/they will not engage in inappropriate conduct, including, but not limited to, the use of physical or verbal threats or violence, open abuse of the customs or mores of the community, or unauthorized absences from activities.
- The Student and his/her/their parents/legal guardians:
  - Understand that, in its sole discretion, Deerfield or the Program Leader(s) may terminate the Student's participation in the Program at any time, including before departure or during the Program. Reasons for termination may include, but are not limited to, inappropriate conduct or other behavior by the Student deemed detrimental to the best interest of the Program, an accusation of a violation of the Academy's Rules and Expectations, emergencies, or health or safety conditions or considerations. Removal for disciplinary reasons may lead to disciplinary action upon return to Deerfield, with the full range of responses to infractions up to and including dismissal. Due to the nature of the program there are no appeal rights to a termination decision.
  - Agree that, if the Student's conduct should cause him/her/them to be removed from the Program, the Student and his/her/their parents/legal guardians will bear the costs of return transportation. Such termination shall not diminish or otherwise alter the Student's and parents'/legal guardians' obligation to make any payment required for the Program, and Deerfield shall not be required to make any refund. Deerfield's disciplinary process need not be followed to terminate a student from the program. The Program Leader(s) or Deerfield may make a unilateral decision at any time if there is a reasonable belief that inappropriate behavior has occurred.

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## 5. Acknowledgement of Risk

- The Student and his/her/their parents/legal guardians:
  - Understand that travel generally and the activities associated with it and with the Program present risks to the Student personally and to his/her/their property, some of which may result in serious personal injury or death, and that these risks can be a consequence of not only the Student’s actions or negligence but also the actions or negligence of others (including but not limited to the program directors or other attendees), or travel conditions or equipment.
  - Understand that foreign travel presents additional risks, which can include, among other things, unfamiliar or different terrain, climate, food and drink, customs, laws, social and sexual mores, safety practices and regulations, communications, criminal and law enforcement activities, acts of war or terrorism, disability access, driving practices, disease risks, and access to or the provision of health care. Acknowledge that they are responsible for evaluating the risks that the Student may face and agree that any activities that Student may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with the Student’s and his/her/their parents’/legal guardians’ approval and understanding of any and all risks involved. This includes, without limitation, risks associated with the consumption of alcoholic beverages, use of illegal drugs in any form and injury or death from causes such as traffic accidents, negligence, crime, assault, and/or theft.
  - Acknowledge that Deerfield or its officers, agents, employees, and third party provider(s) are not responsible for any personal injury, loss, or damage to the Student’s person or property, whether resulting from acts or omissions of any persons or entities, from the operation or condition of facilities or premises, from acts of war or terrorism, or from acts of God or nature.

<b>The potential activities students may participate in are:</b>	
<b>Transportation</b>	Students will travel to China by plane. In China they will travel by plane, train, bus (both private and public), car, subway, and taxi, ride share services such as Lyft/Uber, boat, bicycle, and by foot in both urban and rural settings. Vehicles will be operated by homestay families, program leaders, program providers, and outside contractors.
<b>Accommodation</b>	In Beijing, students will stay in hotels and homestays as singles, pairs, or triples. In Inner Mongolia region, students will stay in yurts and hotels. In Xi’An, Chengdu and Shanghai, students will stay in hotels.
<b>Host Families</b>	During their homestay, students will participate in the normal family activities of their hosts and/or tour the surrounding area. These activities may include riding in a car or van driven by a member of the host family or taking local public transportation, taxis, or ride sharing services without adult supervision. Travel outside of Beijing may be possible, with pre-approval from a Deerfield faculty leader. Students will not be supervised by a Deerfield adult, and will have the primary responsibility to use good judgment and manage risk appropriately.
<b>Activities</b>	Students may participate in a variety of activities, including but not limited to: <ul style="list-style-type: none"> <li>• attending language classes</li> <li>• participating in a homestay in Beijing</li> <li>• having the opportunity to swim in a pool at the school or in hotels</li> <li>• visiting historical landmarks and historical sites</li> <li>• visiting local museums</li> <li>• taking daytime and evening excursions in and around cities</li> <li>• attending cultural performances</li> <li>• dining at restaurants</li> <li>• participating in volunteer work</li> <li>• taking a Kungfu class</li> <li>• visiting zoos</li> <li>• participating in language exchanges with local students</li> </ul>

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	<ul style="list-style-type: none"> <li>• hiking</li> <li>• participating in science research with pandas in Chengdu at the Giant Panda Conservation and Research Center and volunteer by cleaning enclosures and/or feeding animals or other necessary jobs</li> <li>• visiting and spending time at natural sites such as deserts, grasslands, caves, and mountains</li> <li>• visiting factories, such as a dairy factory in Inner Mongolia</li> <li>• visiting a farm and participating in farm work</li> <li>• visiting local Chinese schools</li> <li>• taking cultural classes such as cooking classes, dancing and wrestling</li> <li>• taking a river boat cruise in Shanghai</li> </ul> <p>During unsupervised free time, students will have the primary responsibility to use good judgment and manage risk appropriately.</p> <p>The above list is not inclusive and other activities may be added at the discretion of the Program Leaders.</p>
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Potential Biological Hazards	We strongly recommend consulting the Center for Disease Control and Prevention website ( <a href="http://www.cdc.gov">www.cdc.gov</a> ) for specific information, vaccination recommendations, and other risk management tools.
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## 6. Release of Claims

In consideration of Deerfield accepting the Student into the Program, the Student, his/her/their heirs, executors, administrators, representatives, successors and assigns, and the Student’s parents or legal guardians, hereby release, discharge, hold harmless, indemnify and defend Deerfield, its officers, trustees, faculty, employees, agents, third party provider(s) and representatives (hereafter “Released Parties”) from:

- any and all claims that may arise from any cause whatsoever and wherever, whether resulting from acts or omissions of any persons or entities, from the operation or condition of facilities or premises, from acts of war or terrorism, or from acts of God or nature, or risks associated with the consumption of alcoholic beverages, use of illegal drugs in any form and injury or death from causes such as traffic accidents, crime, intentional torts, assault and theft;
- responsibility for any accident, illness, injury, or any other damage or consequence arising or resulting directly or indirectly from the Student’s participation in the Program;
- any liability, damage, or injury that may be caused by Student’s negligence or willful acts committed prior to, during or after participation in the Program; and any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person.

## 7. Activities Outside Program

If the Student arrives before the start of the Program, chooses to remain at the Program location or elsewhere after the Program ends, or should the Student leave the Program voluntarily or involuntarily, the Student will not be, or will cease to be, a participant in the Program and his or her or their parents/legal guardian and the student will be fully responsible for his/her/their self.

## 8. Acknowledgement of Privacy Practice

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I hereby acknowledge that I have received a Notice of Privacy Practices that describes how the Health Services of Deerfield Academy may use and disclose my child's health information. I give permission to Medical Director, previously described program leaders, or other chaperones to disclose such information to facilitate medical treatment. The Notice of Privacy Practices is posted at <https://deerfield.edu/almanac/health-center/privacy-practices/>

Furthermore, we hereby authorize the previously detailed program leaders, or other chaperones of the trip, to execute and deliver any and all medical permission or releases for said student while engaged on said trip.

### 9. Severability

It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

### 10. Construction and Scope of Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement, with the Program Description and forms, is the entire and complete agreement of the parties relating in any way to the subject matter hereof. This Agreement supersedes any earlier written or oral understandings or agreements between the parties. It is further agreed that should a claim, action or controversy arise concerning the program or the student the jurisdiction and venue of any shall be Franklin County, Massachusetts and shall be construed pursuant to Massachusetts law.

I understand that the Student's participation in this international trip is not mandatory. By signing this form, I acknowledge that I have had the opportunity to ask questions and obtain whatever information I required to fully inform myself about this international trip.

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Student signature Date

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Parent/Legal Guardian signature Date

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Parent/Legal Guardian Name (printed)

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Address of Parent/Legal Guardian

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Contact Phone Number of Parent/Legal Guardian

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Parent/Legal Guardian signature Date

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Parent/Legal Guardian Name (printed)

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Address of Parent/Legal Guardian

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Contact Phone Number of Parent/Legal Guardian

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