

## Program Services Agreement

### ENVOYS PROGRAM AGREEMENT AND GENERAL RELEASE

**Participant Name:** \_\_\_\_\_

The Agreement and General Release (“Agreement”) is made between Envoys and the participant and his or her parent/guardian. By their signatures, the participant and his or her parent/guardian hereby represent and fully agree to be bound by the terms and conditions set forth in this Agreement.

#### **I. Immunizations and Health Risks**

All participants are required to complete a travel consultation with a medical professional and consult the CDC website ([www.cdc.gov](http://www.cdc.gov)) for immunization information.

The following information is copied from the CDC. All participants and parents are required to read and follow these instructions.

*Have you scheduled a visit to your doctor or a travel medicine provider?*

*Ideally, set one up 4 to 6 weeks before your trip. Most vaccines take time to become effective in your body and some vaccines must be given in a series over a period of days or sometimes weeks. If it is less than 4 weeks before you leave, you should still see your doctor. You might still benefit from shots or medications and other information about how to protect yourself from illness and injury while traveling.*

*Everyone aged 12 years and older should get a COVID-19 vaccination as soon as possible.*

#### **II. (a) Acknowledgement of Risk**

I understand and certify that my own or my child/ward’s participation in the Envoys Program (“Envoys” or “Program”) and its activities is completely voluntary. I have familiarized myself with the Program, the trip, and the activities in which I or my child/ward will be participating. I represent that I am or my child/ward is able, with or without accommodation, to participate in the Program, the trip, and the activities.

To the extent I have or my child/ward has any medical or mental health issues, I understand and agree that it is solely my responsibility – with whatever advice we choose to obtain from medical or mental health care providers – to determine that I or my child/ward can safely participate in the Program. Envoys has no responsibility and has made no recommendations of any kind with respect to any participant’s physical, mental, or other capacity to participate in the Program.

I further recognize that certain hazards and dangers are inherent in common Program activities, including, but not limited to, the potential activities of hiking, interaction with local communities, riding bicycles, swimming, snorkeling, contact with animals, and ground/water transportation. I furthermore recognize that domestic and international travel carries with it inherent risks, including, but not limited to, exacerbation of mental health issues, tropical diseases, exposure to unsanitary conditions, severe weather,

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public disorder, and transportation accidents.

I acknowledge that although Envoys has taken safety measures to reduce the risk of injury to Program participants, it cannot ensure nor guarantee that the participants, equipment, premises, and/or activities will be free of hazards, accidents and/or injuries. I further acknowledge that I am aware of and have instructed my child/ward in the importance of knowing and abiding by the Program rules, regulations and procedures, including but not limited to the Envoys Code of Conduct, for the safety of the participants.

I also understand and agree that the Envoys does not provide a physician or other trained medical personnel at any point during the Program. I also understand and agree that Envoys does not provide any medical advice, treatment, or other medical support of any kind during the Program. I also understand that Envoys does not supply any medication required by participants for any purpose including, but not limited to emergency treatment equipment such as Epi-Pens, glucose monitors, or defibrillators, and that participants are solely responsible for bringing, storing, and administering any medication they may need, including in connection with any allergy or other condition that may arise during the Program.

I acknowledge that all risks cannot be prevented and I recognize that no one can guarantee freedom from all harm, including accidents, injuries, illnesses, and deaths. I understand and acknowledge that although the program activities may be approved, sponsored, administered, or organized by Envoys, Envoys is not in a position to prevent any injury, illness, loss or harm that participants may suffer by virtue of participation and I am not relying on Envoys or any of its employees or agents to do so.

I understand that it is my responsibility to secure the necessary travel documents, including passports and visas, and that failure to do so does not constitute grounds for a refund.

### **II. (b) General Release**

Should I or my child/ward require medical care and treatment, I consent to, and authorize Envoys and their designees, to arrange for and provide care and treatment (including administering medication and antibiotics) for routine health needs or conditions, and to make decisions regarding routine or emergency medical treatment during the trip.

Should I or my child/ward sustain any personal injury of any kind or any property damage as a result of participation in this trip, I hereby release and hold harmless Envoys and their management, agents, and employees ("Released Parties") from any and all liability claims, actions, costs and expenses that may arise from injury or harm, except to the extent that the liability, damage, injury, loss, accident or illness is caused by the gross negligence or willful misconduct of Envoys.

This includes

- o any and all claims that may arise from any cause whatsoever, whether resulting from acts or omissions of any persons, from the operation or condition of the 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, assault and theft
- o responsibility for any accident, illness, injury, or any other damage or consequence arising or resulting directly or indirectly from my child's participation in the Program
- o any liability, damage, or injury that may be caused by my child/ward's negligence or willful

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acts committed prior to, during or after participation in the Program

- o 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.

### III. Refund Policies

After a participant is accepted into a program, the participant is responsible for procuring all necessary travel documents and correctly completing all required waivers and medical forms. Program participants will not be allowed to travel on their program without the completion of these forms in full. Forms may not be altered.

Envoys strongly recommends that schools and families purchase travel cancellation insurance for all programs.

#### a) Alterations/Cancellations Initiated by Participant/School

In any event of a cancellation, Envoys will not refund third-party fees paid by participants. This includes airline tickets booked by Envoys on the behalf of participants.

Any participant cancellations will be refunded according to the following schedule of calendar days prior to trip departure:

- 45 days
  - o 100% of total program cost, minus any nonrefundable deposits and applicable airline fees.
- 44 – 25 days
  - o 50% of total program cost, minus any nonrefundable deposits and applicable airline fees.
- 24 – 16 days
  - o 25% of total program cost, minus any nonrefundable deposits and applicable airline fees.
- Less than 15 days
  - o No refunds will be issued.

Any participant cancellation must be sent via email to [info@envoys.com](mailto:info@envoys.com), with the participant cancellation date determined by the receipt of said email.

In the event of an alteration/cancellation initiated as a consequence of decisions made by the school to deny participation in the program for disciplinary, academic or any other reasons, Envoys will not make any modifications to the refund amounts or schedule described above.

In the event that a participant needs to join or leave the Program on dates other than those in the program itinerary, the participant will bear the full cost of any additional travel arrangements, including the cost for Envoys staff to accommodate the change.

#### (b) Alterations/Cancellations Initiated by Envoys

Envoys reserves the right to expel a participant from the Program for violating [our code of conduct](#) or any

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egregious behavior or any behavior that puts the participant or any other participant at risk. In this event, the family will bear the full cost of returning the participant to their home airport, including any necessary accompanying adults, and no refunds will be made.

### **(c) Zero Tolerance Policy**

Participants may not purchase, possess, conspire to obtain or consume alcohol, marijuana, or illegal drugs of any sort while on an Envoys trip. Participants caught with or under the influence of alcohol, marijuana, or illegal drugs of any sort will be removed from the trip and sent home at their family's expense.

If the participant is removed from an Envoys trip, no money will be refunded for the portion of the trip missed. Transportation to the appropriate airport to travel home and any additional fees assessed by the airlines and/or Envoys are the responsibility of the participant/family.

Participants are not allowed to engage in any sexual relations while on an Envoys trip. Participants are not allowed to engage in any type of bullying, harassment, or discriminatory behavior, including name calling, making distasteful jokes, taking disrespectful photographs, bullying, or any other form of physical or verbal harassment. Participants failing to follow this policy may be removed from the trip and sent home at their family's expense.

### **(d) Force Maejure Events**

Force Maejure Events include fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, pandemics or public health emergencies, or any other similar cause beyond the reasonable control of Envoys.

In the event of a Force Maejure Event, Envoys will work to determine options, including itinerary adjustments, staffing changes, and/or alternative dates/locations, along with related costs for these changes.

Should these alternatives prove to be impossible to accommodate, Envoys will make a good faith effort to recover ground and flight costs, subject to the terms and policies from each vendor, and provide refunds of unspent funds to the School or Participant.

## **IV. Disputes**

If a dispute under this Agreement arises, our goal is to provide a neutral and cost effective means of resolving the dispute quickly. Before resorting to legal alternatives, we strongly encourage you to first contact us directly to seek a resolution.

Envoys will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

## **V. Limitation of Liability**

Envoys will accept liability for the negligence of its staff or agents only to the extent it is obliged under law. Envoys shall not be liable for any damage or loss if the loss or damage is:

- o Attributable to the participant's actions.

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- o Attributable to a third party unconnected with the provision of the Program
- o Attributable to the actions of another participant.
- o Due to unforeseen circumstances beyond Envoys' control.
- o Due to refusal of visas, refusal of services by any third party, or other matters of a similar nature.
- o Any liability covered herein is limited to the price paid for services. In the case of damaged property, the liability is limited to a maximum amount equal to the replacement of the property. In all cases, Envoys specifically excludes all liability for indirect or consequential loss or expense.

### VI. Severability

If any portion of this Agreement is found by a court to be null and void, all other portions of this Agreements will remain valid and binding.

### VII. Photo Release

If accepted, I hereby grant Envoys all right, title and interest in any and all photographic images and video or audio recordings made during my and/or my child/ward's activities on this trip. This license shall permit and include the usage of such materials in any advertisements in any media or form and shall survive any termination of the Agreement.

#### Photo Release

Accepted                      Denied

**I assert that I am the participant or the parent/guardian of the participant and that, by signing below, I am agreeing to the provisions listed above.**

Participant Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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### **Envoys Code of Conduct**

All Envoys participants must uphold the following code of conduct.

- 1. Zero Tolerance Policy**  
All Envoys participants must uphold the zero tolerance policy for illegal substances, alcohol, and tobacco. Anyone violating this policy will be sent home immediately.
- 2. Personal Responsibility**  
Travel anywhere in the world can be potentially dangerous. Leaders will do their part to inform, warn and educate. Each participant is ultimately responsible for his/her own safety and belongings. Those who ignore instructions or common sense can quickly get into serious trouble.
- 3. Listening to Leaders**  
Envoys trip staff will do their best to ensure that participants have a safe experience, that they learn new things, and that they grow personally. Listen to them!
- 4. Remaining with the group**  
All participants must not leave the group without permission, and must remain in their after evening activities are complete. All participants will adhere to the given curfew.
- 5. Honesty**  
Speak honestly with your leaders and your friends. If you are unsure if you understand or are capable of undertaking an activity, ask! If you have any anxiety, illness, or injury, speak with your leaders.
- 6. Respect for other participants and staff**  
Do not lie, cheat, or steal. Name calling, making distasteful jokes, taking disrespectful photographs, bullying, physical or verbal harassment, and any form of sexual relations are not permitted on Envoys programs. Watch out for your fellow participants and staff, and do your part to make this program a success.
- 7. Respect for the outside world**  
Be respectful of local customs and be aware of how your words, actions, dress, and behavior are perceived by those around you.
- 8. Learning**  
Participate to the best of your ability in all Program activities. Complete the online courses, in-country activities, and post-trip outputs. Help those around you to learn.