



DEERFIELD ACADEMY

Deerfield, Massachusetts 01342

Participant Name: _____

Scotland: Edinburgh Film Festival (July 30 – August 14, 2020)

Agreement, Waiver, and Release of Liability

(for participants who will have graduated by May 2020)

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 “Participant,” the Participant’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). The Participant, with the consent and approval of the Participant’s parents and/or legal guardian(s), has voluntarily chosen to participate in the Program described in the Program Description.

The Participant 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

Catriona Hynds, Paul Yager, and Lori Clark of Deerfield Academy, Deerfield, MA, will be the Program Leaders for the Scotland trip, which will run from (including preparation and travel dates) July 30, 2020 – August 14, 2020. From July 30, 2020 until August 1, 2020 Participants and Program Leaders will be at Deerfield Academy in Deerfield, MA to rehearse and prepare for their trip. On August 1, 2020 Participants and Program Leaders will depart from Boston Logan International Airport and fly to Heathrow International Airport in London. From August 2, 2020 until August 4, 2020 Participants and Program Leaders will visit London, England. On August 4, 2020 Participants and Program Leaders will take a private bus to Edinburgh, Scotland. From August 4, 2020 until August 14, 2020, Participants and Program Leaders will be based out of Edinburgh as they tour the city, perform at the Edinburgh Fringe Festival, and visit the local environs. On August 14, 2020, Participants will depart from either Edinburgh or Glasgow Airport and fly to Boston Logan International Airport.

The Program begins on July 30, 2020 and extends until Participants depart from either the Edinburgh or Glasgow Airport on August 14, 2020. Program leaders will assume responsibility for the trip beginning at this date and time.

1. Code of Conduct and Adherence to Standards

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

3. Program Modification and Cancellation

The Participant 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 Participant 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 Participant and his/her/their parents/legal guardians:
 - Understand that, in its sole discretion, Deerfield or the Program Leader(s) may terminate the Participant'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 Participant 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 Participant's conduct should cause him/her to be removed from the Program, the Participant and his/her/their parents/legal guardians will bear the costs of return transportation. Such termination shall not diminish or otherwise alter the Participant'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 Participant 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 Participant 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 Participant 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 Participant’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 Participant may face and agree that any activities that Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with the Participant’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 Participant’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.

The potential activities Participants may participate in are:	
Transportation	Participants will travel to Boston Logan International Airport via vans or buses. They will travel to London, England by plane. In London, they may travel by bus, subway, taxi, automobile, or train. Participants will travel to Edinburgh, Scotland by train. In Edinburgh, Participants may travel by bus, taxi, and automobile.
Accommodation	In Deerfield and Edinburgh, Participants will be housed in dormitories. In London, Participants will stay at a hotel or university accommodation.
Activities	<p>While the main focus of the trip will be preparing for and performing a play, Participants may also participate in a variety of activities including but not limited to:</p> <ul style="list-style-type: none"> • Attending theater performances • Constructing theater sets • Rehearsing plays • Touring London and Edinburgh • Hiking the Scottish countryside • Visiting Stirling Castle • Participating in Scottish dances • Dining in restaurants • Eating food produced by street vendors <p>During unsupervised free time, Participants 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 (www.cdc.gov) for specific information, vaccination recommendations, and other risk management tools.
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6. Release of Claims

In consideration of Deerfield accepting the Participant into the Program, the Participant, his/her/their heirs, executors, administrators, representatives, successors and assigns, and the Participant'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 Participant's participation in the Program;
- any liability, damage, or injury that may be caused by Participant'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 Participant arrives before the start of the Program, chooses to remain at the Program location or elsewhere after the Program ends, or should the Participant leave the Program voluntarily or involuntarily, the Participant will not be, or will cease to be, a participant in the Program and his or her or their parents/legal guardian and the Participant will be fully responsible for his/her/their self.

8. Acknowledgement of Privacy Practice

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 Participant 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

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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 Participant the jurisdiction and venue of any shall be Franklin County, Massachusetts and shall be construed pursuant to Massachusetts law.

I understand that the Participant'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.

Participant signature Date

Parent/Legal Guardian signature Date

Parent/Legal Guardian Name (printed)

Address of Parent/Legal Guardian

Contact Phone Number of Parent/Legal Guardian

Parent/Legal Guardian signature Date

Parent/Legal Guardian Name (printed)

Address of Parent/Legal Guardian

Contact Phone Number of Parent/Legal Guardian

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