



DEERFIELD ACADEMY

Deerfield, Massachusetts 01342

South Florida: Marine Ecology & Conservation (March 5 –
March 13, 2022)

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). 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

Heidi Valk and Rowena Schenck of Deerfield Academy, Deerfield, MA, will be the Program Leaders for the South Florida travel Program, which will run from (including travel dates) March 5, 2022 through March 13, 2022. On March 5th & 6th, Students and Program Leaders will stay at a local hotel in Greenfield, MA to prepare for the trip. The group will depart from Bradley International Airport and fly to Miami, FL the morning of March 7. On the afternoon of March 9, Students and Program Leaders will travel to Everglades City where they will explore the Everglades Conservation area. On March 10, the group will depart Everglades City and will travel to Key Largo where they will remain at the MarineLab until March 13. On March 13, Students will depart from the MarineLab in Key Largo and travel to Miami International Airport where they will depart to their final destination for the remainder of March break.

The Program begins on March 5, 2022 when Students remain on the Deerfield Academy campus and in the nearby area with the Program Leaders, and extends until the Students depart Miami International Airport on March 13, 2022.

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

Initial Here

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.
- 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.
 - To obey all directives issued by Deerfield, the Program Leader(s), and any associated individuals, institutions, or organizations.
 - To fully comply with any local, state or federal regulations, vendor requests, Deerfield Academy policies, or Program Leader directives related to COVID-19 risk mitigation strategies including but not limited to mask policies, testing requirements, hand hygiene, physical distancing, or other Nonpharmaceutical Interventions (NPIs).

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, concerning public health indicators, new public health guidance, 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

Initial Here

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.
- Acknowledge and agree that, a student who tests positive for COVID-19 will be required to isolate and unable to continue their participation in the program. If a student is unable to continue participation due to COVID-19, the Academy will use good faith efforts to seek a refund of costs not expended and the student and their family will be entitled to a refund of the funds recouped by the Academy. Families will be responsible for any costs associated with isolation or quarantine. A parent or guardian, or their designee, will be required to travel to the program location and take responsibility for supervision and care of a student in isolation within 48 hours of being notified. Currently most airlines do not allow anyone who has tested positive in the previous ten days to fly, so families should be prepared for an extended isolation at the trip location or be prepared to transport the student via automobile.

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 leaders or other attendees), or travel conditions or equipment.
 - Understand that 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.

Initial Here

- 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.
- Understand and acknowledge risks, both direct and indirect, related to travel during the COVID-19 pandemic. Given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19, nevertheless some of the generally understood risks are; acute respiratory failure, pneumonia, acute respiratory distress syndrome, acute liver injury, blood clots, acute cardiac arrest, injury, secondary infection, acute kidney injury, septic shock, disseminated intravascular coagulation, pediatric multisystem inflammatory syndrome and death. The risk of becoming exposed to or infected by COVID-19 while traveling with the Academy may result from the actions, omissions, or negligence of myself and others, including, but not limited to the Released Parties. The Student and his/her/their parents/legal guardians recognize that the Academy cannot limit all potential sources of COVID-19 infection. No party related to the Academy, including the Released Parties, has made any representations regarding the safety of, or the risks of travel. Students and their parents/guardians must rely instead on their own judgment as to whether to undertake the risks. They voluntarily assume full responsibility for any and all risks of illness or injury associated with my exposure to COVID-19.

The potential activities students may participate in are:	
Transportation	Students may be transported using the following types of vehicles: vans, buses, taxis, airplanes, public transportation, motorized boats, kayaks, sailboats, and canoes.
Accommodation	Students and Program Leaders will stay in a local hotel in Greenfield, MA before the trip to South Florida. In Miami and Everglades City, Program Leaders and Students will stay in a hotel. While in the MarineLab Research Facility Students and Program Leaders will stay in an open-style dormitory separated by gender with several bunks per room.
Activities	<p>The majority of the trip will be spent engaging with topics of marine biology and conservation, exploring the natural environment in South Florida, and participating in outdoor adventure activities.</p> <ul style="list-style-type: none"> • Specific activities may include, but are not limited to, the following: <ul style="list-style-type: none"> • Handling marine wildlife • Using scientific instruments • Participating in lectures and discussions • Swimming in the ocean, natural pools, and/or swimming pools • Snorkeling • Kayaking • Running • Hiking • Sailing • Biking • Spending considerable time outdoors with exposure to sunlight, rain, plants, animals, and insects • Playing beach volleyball, soccer, and other beach sports <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 exclusive and other activities may be added at the discretion of the Program Leaders.</p>

Initial Here

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. Travel during the COVID 19 pandemic comes with additional risks and recommendations outlined by the CDC (https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html).

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;
- any and all legal claims which may arise from or relate to the COVID-19 virus, including but not limited to any negligent act or omission by the Released Parties and discharge the Released Parties from liability for any accident, illness, injury, loss or damage to personal property, or any other consequence arising or resulting directly or indirectly from the COVID-19 virus.

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 guardians and the student will be fully responsible for his/her/them 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

Initial Here

https://deerfield.edu/wp-content/uploads/2021/08/2021_22-NOTICE-OF-PRIVACY-PRACTICES.pdf

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 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 trip.

Student 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

Initial Here