



DEERFIELD ACADEMY

Deerfield, Massachusetts 01342

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

**Dominican Republic: House Building with Cambiando Vidas (May 27 – June 4, 2024)**

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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). 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**

Sheryl Koyama and Callie Gray of Deerfield Academy, Deerfield, MA, will be the Program Leaders for the Dominican Republic travel program, which will run from (including travel dates) May 27 through June 4, 2024. On the afternoon of May 27, Students and Program Leaders will travel together via charter bus to a JFK Airport hotel to prep for the trip. On May 28, Students and Program Leaders will fly out of New York JFK Airport and travel to Santo Domingo, Dominican Republic. From May 28 until June 2, Students and Program Leaders will be based out of San Juan de la Maguana participating in a community house build. On June 3, Students and Program Leaders will travel to Santo Domingo. On June 4, Students will fly out of Santo Domingo and return to JFK Airport in New York.

The Program begins May 27 when Students leave the Deerfield Academy campus with Ms. Koyama and Ms. Gray and extends until Students arrive at the JFK Airport on June 4, 2024.

### **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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Initial Here

- 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.
  - To fully comply with any local, state, federal, and international 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, isolation/quarantine, 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 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

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Initial Here

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 per any applicable public health guidance and regulations and will be 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 and the student and their family will be entitled to a refund of the funds recouped by the Academy. Should the required isolation period exceed the planned itinerary for the Program, the Academy will partner with families to provide support for the student to complete their required isolation and return to campus or the final US destination of the group flight at the end of the trip. A parent or guardian, or their designee, may travel, at their cost, to the Program location and take responsibility for supervision and care of student in isolation should they choose to do so.

## 5. Acknowledgement of Risk

- The Student and his/her/their parents/legal guardians:
  - Acknowledge and agree that travel generally and the activities associated with it and with the Program present inherent risks, both serious and minor, 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, Program Leaders, other students, or other attendees, or third parties), or travel conditions or equipment.
  - Acknowledge and agree 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, activities involving physical exertion, contact with wildlife contact with persons that may be suffering from a range of illnesses, acts of war or terrorism, disability access, driving practices, disease risks, pandemic (such as COVID-19), epidemic, and access to or the provision of health care.
  - Acknowledge and agree 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 with participation in the Program. 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 and agree that Deerfield or its officers, trustees, faculty, volunteers, students, representatives, 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

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Initial Here

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 Deerfield, its officers, trustees, faculty, employees, volunteers, students, agents, third party provider(s) and representatives. 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, Deerfield's officers, trustees, faculty, employees, volunteers, students, agents, third party provider(s) and representatives, 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.

<b>The potential activities students may participate in are:</b>	
<b>Transportation</b>	Students will travel to the Dominican Republic by plane. Transportation in the DR will be by bus, van, pick-up truck and by foot on both rural and urban roads.
<b>Accommodation</b>	Students and Program Leaders will stay in hotels during the trip. Program Leaders will determine sleeping arrangements as to how many students per room and which students will room together.
<b>Activities</b>	<p>Students spend the majority of the week constructing a house. Related activities may include but are not limited to: carrying concrete blocks and buckets of cement, ground leveling, cement mixing, painting and tiling and will involve using hand tools (shovels, pick axes, hammers, etc.). There will be some opportunity for free time and unsupervised activities exploring the area around the hotel in Santo Domingo.</p> <p>Students may swim/wade in a river close to Las Charkas. Students will have the opportunity to swim in the ocean. While in San Juan de la Maguana, a local pool will be available to swim in.</p> <p>Other recreational activities may include but are not limited to: volleyball, baseball, and other group activities in San Juan de la Maguana. Students will also take walking tours of cities in the Dominican Republic. As part of their cultural experience, students may attend social gatherings with the local community.</p> <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>
<b>Potential Biological Hazards</b>	<p>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.</p> <p>Travel during the COVID 19 pandemic comes with additional risks and recommendations outlined by the CDC (<a href="https://www.cdc.gov/coronavirus/2019-ncov/travelers/international-travel/index.html">https://www.cdc.gov/coronavirus/2019-ncov/travelers/international-travel/index.html</a>)</p>

## 6. Release of Claims

In consideration of Deerfield accepting the Student into the Program, the Student, the Student's parents or legal guardians, their heirs, executors, administrators, agents, representatives, insurers, attorneys, successors and assigns, hereby release, discharge, hold harmless, indemnify and defend Deerfield, its officers, trustees, faculty, employees, volunteers, students, 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,

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Initial Here

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 (such as COVID-19), 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 while participating in the Program; and any liability, damage, or injury caused by the negligent acts or omissions of any other participant in the Program, Third Party, Released Parties or Deerfield Academy, its students, agents, or employees, 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. Indemnification and Hold Harmless**

Student and the Student's parents or legal guardians hereby agree to indemnify and hold harmless the Released Parties from any loss or liability whatsoever including reasonable attorneys' fees, caused by any act or omission of Student resulting from direct or indirect participation in the Program. Student and the Student's parents or legal guardians further agree to indemnify, defend and hold harmless the released parties from any costs, expenses, attorney's fees, loss, damage or cost that the released parties may incur as a result of any claim by the Student and/or the Student's parents or legal guardians.

## **8. 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.

## **9. 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/wp-content/uploads/2021/08/2021\\_22-NOTICE-OF-PRIVACY-PRACTICES.pdf](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.

## **10. 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.

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Initial Here

## 11. 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 shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts. 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.

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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