

COAST COMMUNITY COLLEGE DISTRICT

TOUR PARTICIPANT AGREEMENT

This Tour Participant Agreement (“Agreement”) is entered into by and between Coast Community College District (“District”) and _____ (“Student”), concerning Student’s participation in the International Education program (“Program”), held in conjunction with _____ during _____. District and Student are individually referred to as “Party” and collectively referred to as the “Parties” for purposes of this agreement.

WHEREAS, District has given permission for Student to participate in the Program; and

WHEREAS, Student acknowledges, warrants, and represents that Student has received, has fully read, and completely understands the information provided by District in the Program packet and the practice information booklet, and that Student has been fully advised as to the cultural, safety, and health issues and problems presented thereby, and numerous potential problems and dangers of the Program; and

WHEREAS, Student wishes to participate in the Program; and

WHEREAS, Student and District intend to be legally bound by the terms of this Agreement including Student’s releases, assumption of the risks, and indemnity of District. in consideration of the permission granted by District to Student to participate in the Program;

DISTRICT AND STUDENT AGREE AS FOLLOWS:

RELEASE

1. Student hereby releases, discharges, and agrees to hold harmless District, and each of its trustees, agents, employees, representatives and volunteers, from any and all liability arising out of or in connection with Student’s participation in the Program. For purposes of this release, “liability” means all claims, demands, losses, causes of action, suits, or judgments of any kind that Student or Student’s heirs, executors, administrators, and assigns may have against District, , and any of its trustees, agents, employees, representatives, and volunteers, because of failure to pass any course or obtain any particular grades, personal injury, accident, illness, or death, or because of any loss of, or damage to, property that occurs to any person including Student during the Program, and that results from any cause, including but not limited to passive or active negligence or other acts, other than fraud or willful misconduct, or violation of the law, of District or its trustees, agents, employees, representatives, or volunteers.

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2. Notwithstanding any insurance coverage which may be in effect and in addition to any additional undertakings referred to herein, Student, to the extent allowed by law, shall defend, indemnify and hold District, and each of its trustees, agents, employees, representatives, and volunteers free and harmless from and against any and all liability, claims, losses, expenses,

judgments, or demands, including the obligations of District, and each of their trustees, agents, employees, representatives, and volunteers, on account of any similar agreement the District, or its trustees, agents, employees, representatives, or volunteers has with Student, including demands arising from injuries or death of persons and damage to property, arising directly or indirectly out of this Agreement or Student's participation in the Program, save and except for claims or litigation arising from the willful misconduct or fraud by District. Student will reimburse District, and each of its trustees, agents, employees, representatives, and volunteers for any expenditures, including reasonable attorney's fees, that District, and each of its trustees, agents, employees, representatives, and volunteers may make by reason of such matters and, if requested by District, or any of its trustees, agents, employees, representatives, and volunteers, Student will defend such suit at Student's sole cost and expense.

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ACKNOWLEDGMENT OF INHERENTLY DANGEROUS ACTIVITIES AND ASSUMPTION OF THE RISK THEREOF

3. Student acknowledges that the countries which the Program may involve may have health and safety standards substantially below those enjoyed in the United States, and that Student may be subjected to potential risks, illnesses, injuries, and even death. Student acknowledges the inherent hazardous and dangerous nature of the Program and associated travel and activities and voluntarily participates therein and assumes all risk of illness, injury, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able, and willing to participate in this Program and be subjected to the potential inherently hazardous and dangerous activities without limitations.

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PERSONAL PROPERTY

4. District assumes no liability or responsibility whatsoever for any personal property of Student brought on the Program.

CONDUCT

5. Student agrees that throughout the Program, Student will conduct him or herself in accordance with all applicable statutes, ordinances, and other laws including but not limited to the District's Student Code of Conduct (available at District office), all Program rules established by District, and laws, regulations, orders, and requirements of duly constituted public authorities of the countries or states where the Program takes place. Student understands and agrees that the use or possession of narcotics, or any other illegal substance, in the Program is expressly prohibited. Student further understands that his or her violation of any rules, regulations, and/or orders of District personnel and/or any other lawful authority or abuse of alcoholic beverages is grounds for immediate expulsion from the Program. Student shall indemnify and hold District, College, Board and each of their trustees, agents, employees, representatives, and volunteers harmless from the consequences of any violations of such orders, laws, rules, regulations,

ordinances and all claims for damages resulting from such violations including reasonable attorneys' fees. Student further agrees that the District's supervisory personnel on the Program have the right to terminate Student's participation in the Program if it is determined by them in their sole discretion that Student's conduct violates any of the above-described laws and rules, or is detrimental to Student or other students or supervisory personnel, or in conflict with the program, or is out of harmony with the best interests of the group as a whole, in which event Student shall return home at Student's own expense. Student further agrees and understands that the violation of any rules or regulations may be just cause for suspension or expulsion of Student from College. In the event that Student is returned home, Student agrees no monies paid for or in connection with the Program will be refunded.

Student understands that the following are some examples of unacceptable behavior, and that engaging in any of them constitutes grounds for immediate dismissal from the program and being returned to the United States **at Student's own expense** at the absolute and sole discretion of the District.

- Excessive absence from class or scheduled meetings as determined by the instructor.
- Failure to participate in excursions and/or field trips or other required activities of the Program.
- Failure to complete homework assignments.
- Any use of and/or any other involvement with illegal drugs or abuse of any drugs or other substances.
- Behaving in such a way as to disturb others in the program or other persons in the dormitory/host family/apartment.
- Breaking any law of the host country or violation of rules and regulations of the District, including the District's Student Code of Conduct.
- Abuse of alcohol.

6. Many students participating in this Program are adults but may be under the legal age for consumption of alcohol in the United States. In most foreign countries, age 18 is the legal age for consumption of alcohol. Although the District's preference would be that students abstain from the consumption of alcohol while participating in this Program, ultimately it is the decision of the adult student. If the Student elects to consume alcohol, it is the policy of the District that Student is to use alcohol responsibly and in moderation. Abuse of alcohol constitutes grounds for immediate expulsion from the Program and may be just cause for suspension or expulsion of Student from the College. In the event that Student is returned home for abusing alcohol, Student is not entitled to reimbursement of monies paid for or in connection with the Program.

The consumption of alcohol, if not taken in moderation, may substantially affect the mental capacity of Student including the ability to think and react. Consumption of alcohol also

limits the physical abilities of individuals and may cause them to engage in unsafe and unacceptable conduct. It may diminish an individual's capacity to understand a dangerous situation and to react in a responsible manner to that situation.

Student has been warned in pre-trip informational meetings of the potential effects from the consumption of alcohol.

Student, by consuming alcohol on this Program and by signing this Agreement, confirms that Student has been warned of the risks of consuming alcoholic beverages and understands the same and the potential problems and dangers resulting from the consumption of alcohol and **assumes all risk** of illness, injury, or death resulting in whole or in part from Student's consumption of alcoholic beverages during Student's participation in the Program including free time, field trips and excursions.

Student further hereby acknowledges that the abuse of alcoholic beverages, intoxication or any behavior resulting therefrom which in any way disturbs others in the program or other persons in the dormitory/host family, impairs Student's ability to fully and properly participate in the Program, is in any way related to Student's breaking the law of the host country, or violation of rules and regulations of the District, including the District's Student Code of Conduct, will permit District in its sole discretion to terminate Student's participation in the Program and return Student home at Student's own expense and without the right to reimbursement for any monies paid for or in connection with the Program.

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RESPONSIBILITY

7. Student agrees and warrants that District cannot and shall not be held responsible in any way for Student safety needs or wellbeing during any period in which Student is not directly participating in the Program (including off hours and breaks and independent travel activities), and further recognizes that Student does not have the right to use Student's automobile or to provide Student's own transportation for any time during the Program. In the event Student uses transportation other than provided by Program during the Program or any break therefrom, Student acknowledges and agrees that Student shall be fully liable for all accidents or losses arising out of Student's use of Student's automobile or transportation, and that any insurance provided by the travel contractor will not cover such and Student hereby releases, discharges and agrees to hold harmless District, and each of its trustees, agents, employees, and volunteers from all liability for such use as set forth above in the paragraph entitled Release and the paragraph entitled Indemnification.

During the period of time when Student will not be in the District group, Student is assuming full responsibility for his or her safekeeping and welfare. Student acknowledges and understands that the limited insurance provided by District is in effect only during my participation in the Program. Student further acknowledges and understands that he or she will not be under the supervision and direction of the District representative during the above-stated times, and hereby releases, discharges, and agrees to hold harmless District and its trustees, employees, agents, and representatives from any and all liability and legal obligations regarding

Student's personal welfare. This release also shall bind Student's heirs, executors, administrators, and assigns who might benefit from Student's wellbeing. Minors agree not to participate in such action without consent of Program administrator or in the presence of responsible adults.

Activities where are independent of the group may be, but are not limited to one or more of the following examples:

- Arriving before the Program starts.
- Staying overseas after the Program ends.
- Traveling, or partaking of any other activity, other than what is part of the Program.

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MEDICAL CONSENT

8. In the event of any medical emergency (physical or mental), Student hereby grants to District or any of its representatives of the Program the full authority in their sole discretion to take any action deemed necessary to protect Student's mental or physical health and safety at Student's own expense including, but not limited to, placing Student under the care of a doctor or in a hospital or any place for medical examination and/or treatment or returning the Student to the United States at Student's own expense if such return is deemed necessary after consultation with medical authorities. In the event Student is returned to the United States, Student shall not recover any money paid for and in connection with the Program. Student agrees District is not required to take any such actions if it is not aware of any emergency or in its discretion determines no emergency exists. Should the need arise, District is authorized to provide any personal information of Student to any health care provider.

Participation in the Program is voluntary. The District's policy is not to release information regarding a student to a parent or guardian without permission if the Student is over 18 years of age. International travel and education presents unique circumstances where it may be necessary to make contact with a Student's parent or guardian. As a condition of Student's voluntary participation in the Program, Student is required to sign this Agreement so that the International Education staff can contact Student's parents or guardian in the event Student: (a) is seriously injured and requires medication attention; or (b) leaves the Program without notifying the District staff so that Student's whereabouts are unknown; or (c) has been removed from the Program for violation of rules and regulations of the District or the Student Code of Conduct. These are the only circumstances where the District might or might not in its discretion contact Student's parents or guardian. By executing this Agreement Student hereby authorizes District to contact Student's parent or guardian under the above circumstances.

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ARBITRATION

9. Any and all controversies, claims, disputes, and matters arising out of or relating to this Agreement or the breach thereof, or any loss or injury by Student in the Program, whether based on contract, tort, statute, or other legal or equitable theory, shall be submitted to arbitration in the County of Orange, State of California, before a retired superior court judge or a retired California appellate court or Supreme Court justice or before a retired federal court judge. If the parties are unable to agree as to an arbitrator, the arbitration shall be submitted before Judicial Arbitration and Mediation Services Inc. ("JAMS), Judicate West or any other arbitration service mutually agreeable to the parties in Orange County, California. The parties may agree on a retired judge from the panel JAMS, Judicate West or other arbitration service. If they are unable to agree, JAMS, Judicate West or other arbitration service will provide a list of three available retired judges and each party may strike one. The remaining judge will serve as arbitrator. If there is more than one remaining judge, JAMS, Judicate West, or other arbitration service shall select the arbitrator. The arbitrator shall be held in accordance with the rules of JAMS, Judicate West or other arbitration service and shall apply substantive California law. The arbitrator may award costs and attorneys' fees to the prevailing party. The parties shall be entitled to only the following limited discovery:

- a. Each party shall exchange all documents relevant to the subject matter of the dispute;
- b. Each party shall be entitled to one deposition limited to four hours;
- c. Each party may serve one set of interrogatories limited to 15 interrogatories including subparts.
- d. Each party may make application to the arbitrator to order the deposition of a witness to be take for use as evidence and not for discovery if the witness cannot be compelled to attend the hearing or if such exceptional circumstances exist as to make it desirable in the interests of justice and with due regard for the importance of presenting the testimony of witnesses at the hearing to allow the deposition to be taken.

The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof, including a federal district court pursuant to the Federal Arbitration Act. The right of District to terminate this Agreement shall not be subject to arbitration.

WAIVER

10. This Agreement contains the entire understanding of the parties. There are no representations, covenants, or warranties by District other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by District. The waiver by District with respect to any breach of any term, covenant, or condition herein contained shall not constitute a waiver as to any such breach that may occur in the future.

INSURANCE

11. Student understands and agrees that District assumes no liability for any medical, hospital, other healthcare provider, and/or related expenses incurred by Student while on the Program. Student understands and agrees that as a condition for participation in the Program, Student has an International Student I.D. which includes a limited emergency health insurance policy. Student understands that a **limited** accident insurance policy is also provided beyond that included with the International Student I.D., and that this additional policy is **excess** of all other valid and collectible insurance (including national healthcare) and shall apply only when all such benefits are exhausted. District **requires** that Student obtain from District's recommended carrier health insurance covering any and all medical expenses Student may incur while in the Program, including but not limited to hospitalization expenses from the provider recommended by District. Student also shall be responsible for carrying Student's own liability insurance including insurance covering any driving that Student may undertake. Student agrees that Student will be personally responsible for any and all medical, hospital, and/or related expenses incurred by Student while in the Program and any breaks.

MISCELLANEOUS

12. Student further agrees as follows:

a. District does not in any way warrant or represent as to the conditions or standards of the living arrangements for Student or assure that different students on the Program will have equal accommodations or accommodations with the same proximity to the classes. There is variety in living arrangements. The general standard may be substantially below that which Student has experienced in the United States. This is particularly true of third-world countries and old cities such as Florence and Paris.

b. Student acknowledges that in living and traveling in major international cities abroad, Student may experience problems associated with urban living -- increased crime, pollution, high population density, or standards of living and health standards that are not equivalent to life in the United States. Student must take every precaution to safeguard Student's health and to protect personal belongings from damage or theft. District recommends Student never travel alone, particularly at night. Being alone, particularly at night, may present additional danger to Student's safety and wellbeing.

c. Women may experience unique difficulties while abroad. Although the rate of violence toward women including rape is higher in the United States than in many other countries, the mere fact of facing the unfamiliar can raise Student's anxiety level which is compounded by language and cultural differences and by the unfortunate fact that people in other countries have acquired knowledge of United States women through distorted and stereotyped media images used in television, movies, and advertising.

d. If Student, while participating in District-sponsored Program excursions or outings, wishes to have family or friends participate, District's representative must give written permission and such family or friends must sign a separate agreement provided

by District releasing and indemnifying District from any and all injury or damages which said family or friends may sustain while participating in such activity.

e. Student acknowledges that District reserves the right at any time, prior to or during the Program, to make cancellations, changes or substitutions in emergencies or changed conditions, or in the interest of the group. Prior to Program departure, District further reserves the right to alter the costs in order to meet unexpected changes in air fares, hotels, or other living accommodations and the like (as the amount of fees is based on current tariff rates and expenses that are subject to change). Student acknowledges that such alternates may create greater risks than the original plans.

f. Student understands that if Student incurs and fails to pay any financial obligations for the Program, and/or pursuant to the terms of this Agreement including damages to living or educational accommodations, unpaid fees for travel, contractor services, etc., such failure may cause Student's grades and records to be withheld until such financial obligations are satisfied by Student.

g. Student agrees to advise District immediately of any incident which involves or causes any harm or threat of harm to Student. If Student decides to leave the Program, Student shall advise in advance District's representative and shall leave at no expense or reimbursement of money by District.

AUTHORITY

13. Student represents and warrants that he or she is eighteen years of age or older, has the authority to execute this Agreement, and is not under guardianship, conservatorship, or other legal authority. Student acknowledges that Student has carefully read this entire Agreement. Student understands the potential dangers incident to engaging in this activity and is fully aware of the legal consequences of this Agreement and agrees to its terms and understands that Student am releasing and waiving certain rights and assuming the risk of injury and damage from Student's participation in the Program.

Student Signature

Date

Printed Name

Street Address

City, State, Zip

Telephone Number: _____

// ---FOR MINORS – SEE NEXT PAGE FOR ADDITIONAL REQUIRED INFORMATION ---//

