

This agreement is made by and between

carpe diem education

"Student"

Full Home Address

and Carpe Diem International Education, an Oregon educational company. This agreement and all required registration forms must be completed and received before the Student may begin a Carpe Diem program. I/We hereby enroll the above Student in a Carpe Diem program under the following terms and conditions:

1. I, _____ choose to participate as a student and volunteer worker in the Carpe Diem Semester Program in (check one):

<input type="checkbox"/> FANZ (Australia/New Zealand & Fiji)	<input type="checkbox"/> EAST AFRICA (Uganda, Tanzania & Zanzibar)
<input type="checkbox"/> CAM (Guatemala, Costa Rica, Nicaragua & Honduras)	<input type="checkbox"/> SEASIA (Thailand, Cambodia & Laos)
<input type="checkbox"/> SAM (Peru & Ecuador)	<input type="checkbox"/> BRAZIL
<input type="checkbox"/> INDIA	<input type="checkbox"/> SUMMER in the Dominican Republic



- In consideration of Carpe Diem holding a place for the Student in the Carpe Diem program, Student and Parent(s) jointly and separately agree to pay the program fee in full. **Student and Parent(s) understand that the entire program fee is non-refundable and must be paid in full at the time of registration.** Carpe Diem agrees to provide educational services in the form of the Carpe Diem Semester Program.
- Student and Parent(s) understand that the Program's operating budget is based upon specific enrollment factors and, accordingly, agree to be responsible for paying program fee in full. If responsibility for a Student's program fee is shared, default or delinquency of prompt payment by either party will jeopardize the Student's attendance.
- Student and Parent(s) agree to withdraw the Student upon request if program fee payments are not made when due or if Carpe Diem, in sole discretion, determines that the welfare of the Student or the program requires such withdrawal. Carpe Diem retains the right to determine whether or not the Student's continued enrollment is in the best interest of the Student or the Carpe Diem Program. Carpe Diem cannot anticipate or list all the possible reasons why it may be necessary to terminate enrollment, but these include violation of Carpe Diem policies or any behaviors that jeopardize the health or well-being of the Student, the Carpe Diem program, other students, placement sponsors, or the Carpe Diem staff. Carpe Diem retains the exclusive right and has the discretion to determine what procedures to follow and to decide what reasons justify termination of enrollment or any other discipline. Upon withdrawal, dismissal, or the end of the program year, all books, program materials, and Carpe Diem property must be returned to Carpe Diem or the Student and Parent(s) will be billed for replacement costs.
- I understand that Carpe Diem Semesters are cultural and educational in nature. They are not therapeutic in design, intent or methodology and are not a substitute for medical treatment, psychotherapy, or any health program, regardless of what you might have heard. We specifically advise you that Carpe Diem does not supply healthcare professionals on the staff.
- Student and Parent(s) agree to provide Carpe Diem with completed and candid health forms and all necessary student record forms. Non-disclosure of vital physical or emotional health information, or providing false information on our disclosure forms may cause termination from the program.

Initials of Parent(s) _____ Initials of Student: _____

7. Health and Liability Insurance. I affirm that I have adequate health and/or other insurance to cover any injury or damage I may cause or suffer while participating in the activities, or that I am financially able and agree to bear the costs of such injury or damage to myself, property, or others.

8. Medical Authorization. I hereby authorize Carpe Diem International Education or any of its representatives to obtain any reasonably necessary emergency, surgical, or other medical care for me, including hospitalization. I understand that Carpe Diem International Education does not provide medical services and is not responsible for ensuring the presence of any medical professionals at its locations. In the event that any representative, volunteer, affiliate or agent of Carpe Diem International Education voluntarily administers emergency medical care to me, I hereby release such individual(s) from any and all liability with respect to such emergency medical care.

9. Student and Parent(s) hereby authorize and give full consent to Carpe Diem to publish and copyright all photos in which the Student appears and were taken while enrolled as a Student in the Carpe Diem program; this may include newspaper or magazine ads, internet web pages, etc.

10. I understand that Carpe Diem International Education does not want to reduce my enthusiasm for participating in its programs and that Carpe Diem International Education, as a matter of integrity and accountability wants me to know in advance of the inherent or potential risks of the Carpe Diem Program and the associated activities. I understand that Carpe Diem International Education takes reasonable steps to seek to provide a safe environment. However, I also understand that certain risks are inherent in the program and cannot be eliminated without destroying the unique character of the program. I understand that the Carpe Diem program in said countries exposes me to a series of risks, of which some are listed below and in other information provided to me by Carpe Diem, all of which could result in my death. I have read the detailed descriptions of warnings and hazards associated with such countries, found online at the U.S. State Department website: <http://www.travel.state.gov/>. I understand and accept those risks listed, and any other risks associated with the Carpe Diem program in said countries and the U.S. The risks discussed above include, but are not limited to:

- Travel by air, bus, van, truck, car, train, boat and on foot. Travel to and from our U.S. and international program sites, and to and from a site of emergency medical care;
- Acts injurious to your person or property due to contact with natives of each country and the U.S.;
- Sickness and disease;
- Culture shock and homesickness;
- SCUBA diving, horseback riding, hiking, trekking and other physical activity;
- Use of power and hand tools and other risks associated with doing construction, landscaping and kitchen work;
- Political and/or social unrest;
- Risks associated with outdoor physical activities (such as walking or running on uneven ground) including slips and falls, bruises, sprains, lacerations, fractures, and concussions;
- Contact with plants, animals, snakes or insects that could cause stings, bites, allergies, or disease;
- Exposure to fire or heat from natural or manmade causes that could cause burns, dehydration, and fainting;
- Exposure to cold, wet weather, to other unpredictable forces of nature, and acts of God;
- Exposure to the conduct of other Carpe Diem participants;
- Damage to property owned by me or by others;
- The failure or malfunction of equipment;
- Inherent risks associated with being in a remote location, distant from medical facilities, where evacuation and medical care could be delayed;
- Risks associated with swimming in pools and any other bodies of waters.

I understand that this list is not complete and that other unknown or unanticipated risks may result in property loss, serious injury, illness, or death.

Initials of Parent(s) _____ Initials of Student: _____

11. I affirm that I am physically and mentally able to do such activities as may be required of me by the Carpe Diem program, as well as those that are unexpected in relation to the risks I face by living and working in said countries. I have no medical or psychological problems which may be affected by my activities in the Carpe Diem program and by my other activity in said countries, including travel to, from, and within said countries. I understand that Carpe Diem staff do not diagnose, prescribe, or treat for physical or mental illness.
12. Assumption of risk. I understand and agree that Carpe Diem International Education is not and cannot be a guarantor or insurer of my safety or well-being. I agree to act with reasonable care for my well-being and the well-being of all other people and property around me during the Program. I accept and assume full responsibility for all of the risks and hazards associated with participation in Carpe Diem International Education whether known or unknown. I elect to participate in the Carpe Diem program with full knowledge of all known or unknown risks.
13. In lawful consideration for being permitted by Carpe Diem International Education, an Oregon company (also referred to herein as "Carpe Diem") to participate in the Carpe Diem program, I hereby agree that I, my heirs, assigns, guardians, distributees, personal representatives, executors, and relatives will not make a claim or file a lawsuit against, attach the property of, or prosecute Carpe Diem, and their agents, employees, contractors, joint venturers, partners, assigns, directors, officers, shareholders, and successors-in-interest for injury or damage resulting from the negligence or other acts, however caused, by any employee, agent, volunteer, or contractor of Carpe Diem, or as a result of my participation in any and all Carpe Diem activities. I further agree to indemnify Carpe Diem, their agents, employees, owners, directors, officers, shareholders, successors, and assigns and to hold them harmless from any and all liability, responsibility, and obligation to me. This agreement to indemnify and hold harmless extends to my heirs, assigns, guardians, personal representatives, executors, and relatives. This indemnity agreement extends to all costs of litigation, including attorney's fees.
14. Further, in consideration for the presentation of the Carpe Diem program to me, I agree to release and forever discharge Carpe Diem from any and all such liability, responsibility, and obligation to me arising out of the Carpe Diem program, and I voluntarily and completely waive all of my rights, whether they are known to me or unknown to me.
15. I expressly do not give up the rights and remedies that may be available to me under Oregon law which may arise due to Carpe Diem's gross negligence and/or willful misconduct.
16. Mediation, Arbitration, Waiver of Right to Sue. I expressly agree that any claim or cause of action of any kind against Carpe Diem International Education as a direct or indirect result of my participation in its programs, must first be submitted to mediation by a neutral third party, preferably a mediator who practices regularly under the auspices of the courts of the state where Carpe Diem International Education is located. If after four (4) sessions, mediation is unsuccessful, the matter must then be submitted for a final and binding arbitration of my claims. Any such arbitration will be held in the state where Carpe Diem International Education is located, and Oregon substantive law will apply in all such proceedings without regard to choice of law principles. I agree that any resulting arbitration award is final and binding upon both Carpe Diem International Education and upon me and my heirs, and by executing this Agreement I am expressly waiving any and all rights to litigate any such claim in any state or federal court. Any cause of action to enforce any arbitration award or any cause of action brought against Carpe Diem International Education notwithstanding the waivers contained in this agreement, must be brought in a court of competent jurisdiction in the state where Carpe Diem International Education is located, and Oregon substantive law will apply. Any arbitrator chosen pursuant to this paragraph will be chosen from a list or lists supplied by the American Arbitration Association ("AAA"), with AAA rules to apply, and/or the Federal Mediation and Conciliation Service, or from any other mutually agreeable source.

Initials of Parent(s) _____ Initials of Student: _____

17. If it is necessary for Carpe Diem to take legal action to collect any amounts payable hereunder, Student and Parent(s) agree to pay reasonable attorney's fees and costs. Student and Parent(s) also agree to pay Carpe Diem for any damages caused by their child to the Program or its property. Student and Parent(s) understand that Carpe Diem's financial liability for the Carpe Diem Program cannot exceed the unused prorated portion of the Carpe Diem program fee.
18. I understand that execution and timely delivery of this Consent and Waiver prior to the start of my Semester Program are preconditions for my being permitted to participate in the Carpe Diem program.
19. The invalidity of any provision herein does not affect the validity of any other provision.
20. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

I, the Student, and we, the Parent(s)/guardian(s) financially responsible for the student(s), have read and understood this Carpe Diem Semester Registration Agreement, Consent & Waiver, as well as all information contained in the Carpe Diem Semester Acceptance packet.

Student Signature

Date

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

Please initial each of the first three pages, and sign this page, then return one copy of each page to the address below; please copy these signed forms, and keep for your records.

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