

**International Event and Travel Waiver and Release Agreement**

*This Waiver and Release Agreement (this “Agreement”) must be completed by a person who participates in any activity, event, accommodation, travel, or other arrangement sponsored by The English-Speaking Union of the United States, located at 144 East 39 Street, New York, New York 10016 (hereafter, “ESU”) (hereafter, collectively, “ESU Events”).*

***Please read this entire Agreement carefully; by signing it, you waive certain legal rights and assume certain risks.***

I have the legal right to consent to and, by signing below, I hereby: (i) consent in all respects to the terms and conditions stated in this Agreement; (ii) confirm, to the best of my knowledge, all information affirmed in all documentation related to ESU Events; and (iii) agree that I shall be bound by all of the terms and conditions of this Agreement.

Before you register for or attend an ESU Event, you must agree to and accept this Agreement. Please read all the terms carefully. If you accept the terms and conditions of this Agreement, please sign below. By signing below, you are agreeing to be bound by the terms of this Agreement with respect to all ESU Events.

I understand that the ESU Events may include travel by public transportation and airplane which may include unsupervised waits at bus terminals and/or airports, meals at locations not within the control of ESU (such as restaurants and college dining halls), and participation in events that are located in publicly-accessible venues and spaces. I fully recognize that the ESU Events involve inherent risks and dangers, including, but not limited to, hazards of travel by bus, automobile, train and/or other modes of transportation; forces of nature; illness or accidents including slips or falls while participating in ESU Events or related activities; criminal acts of people unassociated with ESU, including theft; and damage to or loss of personal property. I also acknowledge that the ESU cannot prevent you from becoming exposed to, contracting or spreading COVID-19 during the period when you participate in or travel to or from an ESU Event and that by participating in and traveling to and from an ESU event, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

In addition, I acknowledge there may be other risks inherent in these activities of which I may not presently be aware. I am voluntarily participating in ESU Events with my knowledge of the hazards and risks involved. I expressly assume all risks of participating in and traveling to/from ESU Events and release the ESU, its directors, officers, employees, agents, and associates from any and all liability arising from these risks and hazards, known or unknown. I further state there are no health-related reasons or problems that would restrict my participation in ESU Events. I expressly warrant that I am capable of withstanding both the physical and mental demands of ESU Events.

I further understand that the ESU maintains no control over the personnel, equipment, or operations of the site(s) we are visiting or the travel service or other suppliers through which the travel and related accommodations or services are provided, and that the ESU is not liable for any inconvenience or delays, substitutions of equipment, and changes in the itinerary deemed necessary or appropriate for the safety or convenience of the participants. In addition, I understand the ESU is not liable for acts of God, fire, acts of governments or other authorities, civil disturbances, riots, terrorist acts, strikes, thefts, pilferage, dangers incident to travel or other participation in ESU Events, and other similar acts or incidents beyond its ability to control.

In consideration of being permitted to participate in ESU Events and in return for the services provided by the ESU, its employees, agents and associates, I hereby assume all risks and responsibilities in any way associated with ESU Events in which I participate, (including without limitation COVID-19 risks) and to the maximum extent permitted by applicable law I release and forever discharge the ESU, its directors, officers, employees, agents and associates and its affiliates (and the directors, officers, employees, agents and associates of its affiliates) (hereafter collectively, the “Releasees”) from any and all liability, claims and actions of any kind, either in law or equity, that may arise from my participation in ESU Events, illness (whether from COVID-19 or otherwise) including injury or harm to me, from my death or from damage to my property in connection with ESU Events, whether caused by the negligence (whether active or passive) of the Releasees or otherwise. I further agree to the maximum extent permitted by applicable law to indemnify and hold harmless Releasees from any and all claims, injury, loss, damage (including property damage) or expense (including reasonable attorneys’ fees and related costs) arising from my participation in or travel to/from ESU Events or as a result of injury or illness during or related to ESU Events. I also understand that ESU does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury or illness.

In the event of injury, illness or a medical emergency, I do hereby give permission for the ESU to seek and secure any needed medical attention or treatment for me including hospitalization. I give permission to any attending physician(s) and other medical personnel to administer any needed medical treatment, including surgery. In doing so I agree to pay all fees and costs associated with such medical treatment. I am aware and understand that I should carry my own health insurance.

I also understand that any photos and/or videos taken of me during my program may be used for promotional purposes by the ESU. I grant all rights to exhibit or distribute these sound, still, or moving images in whole or in part in any medium without consent, notice, limitations, or restrictions for educational, promotional, or any other purposes that support the mission of the ESU. I agree that all rights to the sound, still, or moving images bearing my name, likeness, voice, and biographical material belong to these entities. I waive any and all rights I may have to restrain and/or seek compensation for the use of my name, likeness, voice, and biographical materials as described above.

This assumption of risk is made freely, knowingly and voluntarily. I further understand that the terms of the release and assumption of risk in this Agreement shall bind my spouse, child, family members, heirs, executors, administrators, and assigns, as well as myself.

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I understand that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. I agree that, in the event that any term or provision of this Agreement is held illegal or invalid, the validity of the remaining portions shall not be affected.

I HAVE READ THIS DOCUMENT CAREFULLY AND FULLY UNDERSTAND THAT THIS IS A RELEASE OF LEGAL RIGHTS AND AN ASSUMPTION OF RISK FOR MYSELF, NAMED BELOW.

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age:\_\_\_\_\_

Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In case of emergency, please contact**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact’s Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Countersigned:

THE ENGLISH SPEAKING UNION OF THE UNITED STATES

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Signatory