

Assumption of Risk Statement & Liability Release

The following release must be signed by the parent or legal guardian of each participant under the age of 18 as well as by all participants over the age of 18 in order to participate in the activities which comprise the tour. Please understand that if a waiver is not signed off by the appropriate party, the person will not be allowed to participate in any tour/travel activities and will be asked not to participate in, or to depart, the tour.

PLEASE READ CAREFULLY

Release of Liability. I, the undersigned, and if I am under 18 years of age, my parent and I (hereafter "I") am aware that STEM Study Tours, referred to as SST in this document, is a Tour Operator. SST, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. SST is an independent contractor and is not an employee, agent, or representative of any of these suppliers. SST does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. All suppliers are independent contractors, and are not agents or employees or representatives of SST. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all participants agree that neither SST, nor its employees, agents, or representatives are or may be responsible nor accept liability for death, bodily injury or illness or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of SST. SST assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and SST shall not provide any refund and shall be relieved of any obligations under these terms and conditions, in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. SST accepts no responsibility for lost or stolen items. SST reserves the right to refuse any participant or potential participant at its sole discretion.

I agree that risks exist throughout travel and may be unmarked and occur without warning. Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motorcoach, aircraft and other means of conveyance, swimming, and participation in optional experiences, animal interactions, forces of nature, risks associated with water, food, plants, insects and differing animal regulation. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. In consideration of booking this tour, I expressly assume and accept all risks including any negligence of SST, its parent, subsidiary, brother, sister, closely related affiliated companies and all of their officers, employees, agents and property owners. To the fullest extent allowed by law, I agree to fully release SST for any and all claims, injuries, death, damages, expenses or loss arising from, caused by or resulting from my use of facilities and services including any claims or injuries from my use of activity locations, equipment, transportation, parking, events, food services, instruction, lessons, lodges / hotels, product liability, the operation of SST, the negligence of SST regardless of whether or not SST was negligent.

I acknowledge that I have voluntarily applied for the trip / tour and I understand that I may travel to remote countries and areas that are inherently risky and that include activities associated with foreign travel. I am prepared to assume the risks associated with this trip / tour including: forces of nature; insect/animal issues; terrorism; civil unrest; war; accidents; and transportation including land vehicles, boats, and aircraft that are not operated or maintained to standards found in North



America. I also assume risks associated with altitude, illness, disease, physical exertion, and alcohol consumption, knowing that access to evacuation and/or suitable medical supplies and support may not be available. By signing this document, I agree to take full responsibility for my own actions, safety and welfare, except for unanticipated events including injury, illness, emotional trauma, or death. I also understand that I will be a member of a group and will conduct myself in a way that will not endanger the group or myself. I understand that if I fraudulently represent myself as fit for this trip, I may be removed prior to or during the trip at my own expense.

Where the guest occupies a motorcoach seat fitted with a safety belt, neither SST nor the Operator nor its agents or cooperating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

Medical Treatment: I understand that SST has no responsibility to provide medical care to participants, and has made no offer or promise to do so. I authorize SST to obtain medical care on my behalf and/or to transport me to a medical facility, if necessary, and I hereby release SST from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I further agree to pay all costs associated with such care or transportation. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against SST with regard to medical care and the provision or failure to provide such care.

Health and Safety: For the safety of our guests, SST reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

<u>Indemnity</u>. To the fullest extent allowed by law, I agree to indemnify and hold SST harmless for any claims arising from my tour, the operation of the tour and from claims of others related to my "use of SST." My obligations include paying all attorneys' fees, costs, or judgments incurred by SST as a result of my obligations to indemnify or the breach of this agreement. I have read, agree, and understood the terms of this Agreement. I agree never to file a lawsuit against SST.

I hereby release and discharge SST and its agents and employees from and against any and all liability arising from my participation in the trip. I agree that this release will be legally binding upon myself, my heirs, successors, assigns and legal representatives; it being my intention to fully assume all risk of travel and to release SST from any and all liabilities to the maximum permitted by law.

(Student & Parent Initials)	/ Adult Participant initials
(Student & Parent Initials)	/ Addit Participant initials,

Persons under the age of 18 ("minor") are required to have an authorized parent or legal guardian (hereinafter "Parent") read and sign this Agreement. To the fullest extent allowed by law, the Parent individually and on behalf of the minor has read, understood, and expressly agrees to all of the terms of this Agreement contained on all pages. The Parent agrees and acknowledges Parent's and minor's express assumption of risk, release of liability, indemnity and covenants not to sue SST.

The Parent releases all of their rights or claims against SST including wrongful death damages and agrees to indemnify SST for any other parent's claims even if SST is negligent. The Parent is solely responsible to explain and enforce all rules and to undertake all duties and responsibilities to educate, control and protect the minor(s) from all of the risks involved in travel. The Parent agrees to pay all medical bills and expenses incurred by the minor(s) and waives all rights of subrogation against SST. The Parent agrees to make all decisions concerning the minor's participation, "use of SST" and involvement in any activities.

<u>Code of Conduct</u>. Each traveling group will be required to sign off on a 'Code of Conduct Agreement' prior to travel. Although only the Tour Leader signature is required on the returned form, it is mandated that the Code of Conduct will be reviewed with all students, parents and staff prior to embarking on the tour. It will be the responsibility of the participant/parent to ensure that they have done so. Of particular importance is the final bullet which describes the process for behavioral issues and tour eviction. By signing below, the participant/parent acknowledges that they have seen, read in its entirety, understand and agree to all requirements shown in the Code of Conduct Agreement.



You hereby accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. SST is not responsible for any costs incurred concerning a guest removed from a vacation/holiday. You agree not to hold SST or any of its related entities liable for any actions taken under this agreement.

Travel Protection Plan: **Group Trip Insurance is not included with your booking**. SST requires that each group/traveler purchase travel protection plans. Such plan at a minimum should cover Trip Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss.

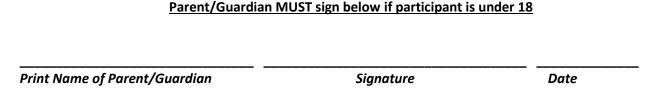
SST is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. SST cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. SST cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason.

Carrying inadequate travel protection plan coverage could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.

<u>Choice of Law.</u> I agree that any dispute concerning, relating, or referring to this contract, brochures, or any other literature concerning my trip, or the trip itself shall be resolved exclusively in a court of competent jurisdiction in North Carolina. Such proceedings will be governed by North Carolina law without regard to conflicts of law principles. **The parties understand** and agree that all claims must be brought within thirty (30) days following the completion of the tour. All claims brought more than thirty (30) days after the completion of the tour are forever waived and cannot be pursued in another forum.

Print Name of Participant	Signature	Date	
BY SIGNING BELOW, THE UNDERSIGNED REP WRITTEN AGREEMENT ON BEHALF OF ALL I WAIVE.			
KNOWING AND VOLUNTARY EXECUTION: I have this Agreement. I understand that this is a leg that if any portion is found to be void or une additions, deletions or changes can be made to	ally binding and enforceable contract a enforceable, the remaining portions sha	nd sign it of my own free will. I agre all remain in full force and effect. N	e
(Student &	Parent Initials / Adult Participant initial	s)	
more than thirty (50) days after the completi	on or the tour are lorever waived and t	Lannot be pursued in another forum	1.





Emergency Contact:	, Phone	_
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PLEASE ENSURE THAT ALL MEDICAL CONDITIONS, ALLERGIES OR SPECIAL LEARNING NEEDS ARE DOCUMENTED IN YOUR REGISTRATION