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2018 Gymnastics Exchange & Cultural Exploration Program

Program Contract & Release – Gymnast Participant

◆ **Terms and Conditions of Participation**

This Program Contract and Release (“Agreement”) describes the terms and conditions under which ANC Consulting (hereinafter the “Program Director”) will coordinate the 2017 Gymnastics Exchange & Cultural Exploration Program (“Program”).

ANC CONSULTING AS AGENT ONLY: Program Director acts ONLY as an agent in securing accommodations, transportation, sightseeing, and other travel services, and in no event shall the Program Director be liable or responsible in connection with or in respect of any acts or omissions of any third party, including but not limited to third party contractors, suppliers, and vendors who render services in connection with the Program. All accommodations, transportation, sightseeing and other travel services are provided to Participants subject to all the terms and conditions under which they are offered to the public generally.

Neither the Program Director nor its agents shall be liable for any loss, injury or damage to any person or property resulting from, but not limited to, government actions or restraints, disturbances, hostilities, war, epidemics, breakout of disease, quarantines, labor disputes, machinery breakdown, weather conditions, natural disaster, delays, accident, personal injuries, annoyance or inconvenience or any other cause beyond its control. The gymnast participant (“Participant”) and Parents/Guardians understand and agree that the Program Director shall not be liable for any additional expense incurred by a Participant as a result of any of the foregoing causes. In the event a program must be cancelled less than sixty (60) days or more prior to departure, the Program Director will refund all monies received from Participants. The Program Director reserves the right to decline acceptance or retention of Participant. The Program Director does not discriminate based on race, national origin, age, disability, gender, sexual orientation, or any other category protected by applicable law.

CHANGES TO PROGRAM: The Program Director and its agents reserve the right, in their sole discretion, to cancel the Program or to make such alteration in the schedules as they may deem necessary or desirable, and to pass on to the Participant any expenditures or losses caused by delays or events beyond the Program Director or its agents’ control. In particular, where special visits and/or meetings are scheduled to be arranged, the Program Director and its agents cannot be held responsible for changes, substitutions, or alternate arrangements that may be necessary, should the appointment for such special visits and/or meetings be changed or



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cancelled for any reason. Alternate arrangements or substitute programs will be arranged where possible in such instances. No refund shall be made for services not taken in case of sickness, accident, or emergency during the Program.



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CONTACT: The Parent/Guardian acknowledges and agrees that the Program Director and its agents shall have the right to contact the Participant and/or Parent/Guardian for reasonable purposes by means of telephone, cellular telephone, email or other correspondence prior to the Program. Furthermore, during the term of the Program, Parent/Guardians acknowledge and agree that prompt contact for emergency purposes may occur at any time of day or night, due to time differences between the Program location and the Participant's home location.

◆ Program Rules & Behavior Policies

PROGRAM POLICIES:

- Participants shall participate in all Program activities, unless excused for illness by the Program Director, or its designee.
- No unauthorized departure from the group is allowed. This is inclusive of the training center, housing facilities, eating establishments, transportation providers, sightseeing activities, airports and any other locations or activities for the duration of the Program. Only the Program Director, or its designee, may authorize such a departure.
- Due to the nature of the Program, electronic devices such as cameras, cell phones, PDAs, etc. are allowed. The Program Director is not responsible for loss, theft or damage to such devices, and cannot guarantee all such devices will function in an international environment. However, if such devices are used for inappropriate purposes (to embarrass, harass, invade privacy, compromise security, etc.), they will be confiscated for such time period as the Program Director, or its designees, determines to be appropriate.

BEHAVIOR POLICIES:

- No tobacco products, alcohol, drugs, or weapons;
- Rudeness and profanity to the staff and other Participants will not be tolerated;
- Respect is required in all activities, to all Participants, to all staff, guests, etc;
- Participants must be respectful of cultural differences;
- Participants will be charged for any graffiti or intentional property damage; and
- No fraternizing.



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◆ Termination of Participation

TERMINATION OF PARTICIPATION: Should a Participant's health, physical infirmity, or failure to abide by Program rules/policies, in the sole judgment of the Program Director, or its designee, impede the operation of the Program or the rights, welfare, or enjoyment of other Participants, the Program Director, or its designee, has the right to terminate the Participant's participation, unless otherwise dictated by applicable law. In such instances where the Participant is required to withdraw or is dismissed from the Program, the Parent or Guardian will immediately be notified. Any additional expenses for transportation home will be the sole responsibility of the Participant and/or the Parent/Guardian. In such cases, the Program Director's responsibility shall be limited to a refund of unused services, where such refund can be obtained from land and/or air operators.

◆ Participation Release

LIABILITY RELEASE: You hereby release Program Director, and its directors, officers, employees, agents, designees and representatives, from any and all liability, claims, demands, controversies, damages, actions and causes of action which may occur by reason of injury, death, loss of services or consortium, property damage, accident, delay or expense, and any and all other loss and damages of any kind and nature sustained by or resulting from Participant's participation in the Program including use of gymnastics equipment and facilities. This release shall bind the undersigned, their heirs, administrators and assigns.

CHOICE OF LAW; ARBITRATION; TIME LIMITATIONS: Any claims arising out of or in connection with this Agreement shall, upon the request of any party involved, be submitted to and settled by arbitration in or around the City of Seattle in the State of Washington pursuant to the commercial arbitration rules then in effect of the American Arbitration Association; provided, that said rules shall be modified as follows: (a) a party seeking arbitration shall notify the other party in writing of any claim, and provide sufficient detail about the nature and history of such claims together with sufficient documentary evidence of such claims; (b) there shall be only one arbitrator with sufficient knowledge and experience in the field, which shall be chosen by an independent third party mutually acceptable to both parties; (c) the arbitrator shall reasonably mitigate all costs of the arbitration, and shall at all times attempt to avoid undue costs and expenses to the parties; (d) the arbitration in its entirety (including discovery, preparation, hearings, motions, etc.) shall not exceed a total of fifty (50) hours total, and shall begin and conclude within one hundred and eighty (180) days of the date the party seeking arbitration of a Claim provides notice of such Claim; (e) the parties may discover each other's documents in accordance with the Washington Rules of Civil Procedure, provided such discovery is limited by the arbitrator in a manner to comply with the time and budget constraints set forth in subsection (d) and (e); and (f) the prevailing party in any arbitration brought under this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and related costs of the



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arbitration, which fees and costs shall be included in and become part of the arbitration award. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction.

You understand that any such claim must be filed within thirty (30) days following the end of the Program, or the Program Director shall be relieved of all liability to such Participant.

PARTICIPATION WARNING: Participation in gymnastics activities involves motion, rotation and height in a unique environment and as such carries with it a reasonable assumption of risk. **WARNING:** Catastrophic injury, paralysis and even death can result from improper conduct of the gymnastics activity. Appreciate this **WARNING** as well as the fact that, even under the best of conditions, participation in gymnastics activities involves inherent risks on the part of the performer.

PROGRAM DIRECTOR MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF THE SUITABILITY OF THE PROGRAM AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

PROGRAM DIRECTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DESIGNEES AND REPRESENTATIVES, SHALL NOT BE LIABLE FOR ANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES

You understand that part of the Program experience involves experiences and interactions that may be new to Participant and you understand that these experiences come with certain risks and uncertainties beyond what Participant may be used to dealing with at home. You are aware of these risks, and assume them on behalf of Participant. You realize that no environment is risk-free, and have instructed Participant on the importance of abiding by the Program's rules, and Participant and you agree that he or she is familiar with these rules and will obey them.

MEDIA RELEASE: You understand that the Program Director retains the right to use any photographs, videotapes, motion picture recordings, or any other record of this event for the Program Director's website, publicity, advertising, brochures, or any legitimate purpose, now known or later devised or developed. In compliance with COPPA (Child Online Protection Privacy Protection Act), your signature confirms that you understand and agree that Participant's likeness (without name) may be used on publicly accessible areas of the Program Director's website, and you grant Program Director a royalty-free, worldwide, irrevocable license to use such images solely in connection with uses described above.

BEHAVIOR AGREEMENT: You have read and reviewed the Program Rules and Behavior Policies with Participant. By signing below, you acknowledge that Participant agrees to abide by such rules and policies. Furthermore, you understand that the Program Director, or its designee,



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shall have the sole right to dismiss or refuse Participant if it determines, in its sole judgment, that it is in the best interest of the Program, and no refund will be given (see “TERMINATION OF PARTICIPATION” above).

LOST PROPERTY RELEASE: You hereby release the Program Director of responsibility for personal items that may be lost, stolen or damaged.

CERTIFICATION: Your signature below certifies that you have carefully read and understand the above warning statements and any and all information contained in the Program Application regarding the Program in which Participant will be participating. In addition, you further certify that the inherent risks of gymnastics participation are adequately appreciated and that said participation in the Program is done on a strictly voluntary basis. Also, by signing this document, you understand that recreational and cultural activities are a part of the Program. Participation in these activities may involve travel by various transportation methods, and may also include motion, rotation, and physical contact with other person(s) and/or objects in motion and, as such carries with it a reasonable assumption of risk. You allow Participant to participate in all Program activities.

You have read, understand and agree to the following:

- Program Application – “What is Included in the Program;”
- Terms and Conditions of Participation, including termination thereof;
- Assumption of potential risks as outlined in the Participation Release;
- Refund policies as outlined in the “Refund and Withdrawal Policies;”
- Lost Property Release & Media Releases; and
- Program Rules and Behavior Policies.

Signature of Participant _____ Date _____
(Sign in Presence of Notary Below)

Signature of Parent/Guardian _____ Date _____
(Sign in Presence of Notary Below)