

# 2020 CONDITIONS OF PARTICIPATION

We, the undersigned, have agreed that the participant set forth below ("Participant") shall participate in the Experiment in International Living program identified below ("Program"), offered by World Learning Inc. ("World Learning") through its program The Experiment in International Living ("The Experiment"). In consideration of World Learning's agreement to permit the Participant to participate in the Program, we hereby agree to the following Conditions of Participation ("Conditions"):

## SERVICES

The program begins when the Participant joins the Experiment group and ends when the group disbands for travel home, with some post-program activities expected as noted in the Program description.

Program fees cover all scheduled program expenses from the designated Program starting time until the conclusion of the Program as follows: (a) in-country travel costs during the Program (except as otherwise noted below); (b) food and lodging once in-country at the program start location; (c) incidental expenses, such as entrance fees for a limited number of scheduled group activities; (d) orientation and, if applicable, other thematic components; (e) costs related to the group leader; (f) health and accident insurance and lost baggage/personal effects insurance; and (g) administrative costs. Program fees do not cover other Participant expenses including (but not limited to): (a) international and domestic transportation to the designated Program starting place and from the stated Program ending place; (b) food and lodging prior to the designated Program starting time or after the stated conclusion of the Program; (c) any additional costs for alternate transportation requested by the Participant that differs from that scheduled by World Learning as an element of the Program; (d) any additional transportation costs involved in traveling to or returning from any optional travel/activities; (e) fees for passports; (f) any required or recommended immunizations; and (g) expenses involving tips, laundry, telephone calls, postage, gifts, and beverages not a customary part of meals. Fees, itineraries, sample host communities, and sample activities published in our catalog, on our website, and on all informational materials are based on our best information at the time of publication. As The Experiment in International Living is always looking to improve the quality and safety of programs and to take advantage of new opportunities all program related information is subject to change in The Experiment's sole discretion.



### PAYMENTS & FEES

In order to be considered for an Experiment program, participants must complete their application and submit the \$50 nonrefundable application fee. A \$400 nonrefundable enrollment deposit must be received before enrollment can be confirmed. There is a \$250 inconvenience fee for not taking the group flight arranged by The Experiment. (The Experiment's Mexico and U.S. based programs do not have a group international flight, so this fee is not applicable to students enrolled in those programs.) All payments are due within five days upon receipt of invoice or May 30, whichever is earlier. Fee payment may be made by personal check or money order, payable to World Learning, or by use of VISA or MasterCard. There is a \$500 rush fee for students who enroll after June 1. (The Experiment's group flight is not guaranteed for students who enroll after May 1. If The Experiment's group flight is unavailable, the \$250 inconvenience fee will be waived.) Any participant who has not paid in full and submitted all required forms by June 5th may be removed from the program and subject to penalties according to the cancellation fee schedule, including international airfare.

Parents and Participants must reimburse the Experiment for any health-related or other expenses paid by the Experiment on the Participant's behalf.

Complete health forms (all parts) are due per the published deadlines noted below. Late submitted forms may preclude participation in the Program. Participants who submit late medical forms after the published deadline are subject to a \$250 late fee:

Date of Confirmed Admission	Complete Health Forms Due
Before October 1	November 1
October 1-October 31	December 1
November 1-November 30	January 1
December 1-December 31	February 1
January 1-January 31	March 1
February 1-February 14	March 15
February 14-February 28	April 1
March 1-March 15	April 15
March 15-March 31	May 1
April 1-May 1	May 15
May 1-May 15	May 20
After May 15	Within 5 business days

### WITHDRAWAL

World Learning makes firm commitments to local service providers on behalf of participants well in advance of program starting dates. Therefore, cancellation fees are required in the event of any withdrawal by the applicant for any reason, including health-related reasons or lack of medical clearance.

The Experiment provides optional pre-departure tuition protection at an additional cost, which may provide a partial or full refund in the event of a withdrawal up to 72 hours prior to program departure.

Withdrawals must be in writing and signed by the Participant and the Participant's parent/guardian, if the Participant is under 18 years of age. Withdrawal refunds will be made subject to the cancellation fee schedule below. In all cases, the \$50 application fee and \$400 enrollment deposit are non-refundable:



## WRITTEN WITHDRAWAL NOTICE<sup>1</sup>

Received in Vermont	Cancellation Fee
Before May 14	NO Penalty
Between May 15 and May 29	40% of program fee plus cost of group international flight
After May 29	100% of program fee plus cost of group international flight

If a participant is dismissed or sent home due to behavior issues or for violation of our program restrictions, no refund will be given. In addition, all costs incurred in relation to a behavior issue or other violation, including transportation costs incurred due to a dismissal, are the responsibility of the parent/guardian and/or the sponsoring organization. All refund determinations will be made after the conclusion of the Program.

### PREDEPARTURE TUITION PROTECTION

Optional Tuition Protection provides families with flexibility to cancel enrollment until 72 hours prior to your first departure date for any reason, and receive a full refund of your program fees, excluding international airfare. For other cancellations and withdrawals see refund policy above. For more information and to register, visit [experiment.org/apply/tuition-protection/](http://experiment.org/apply/tuition-protection/).

### PROGRAM CHANGES

The Experiment reserves the right to cancel, terminate, or alter a program in any way, including itinerary, activities, and excursions, at any time and for any reason, with or without notice. In the event of termination or cancellation, refund procedures shall follow those set forth in the herein.

### TRAVEL ARRANGEMENTS AND VISA PROCEDURES

Participants are expected to use the transportation provided by World Learning between the ports of departure and return. In signing this form, the Participant and parents agree not to arrange, engage in, or encourage Participant's personal or independent travel for any purpose not related to the Program, nor to arrange or encourage visits to the Participant by family or friends during the Program. Participants and parents/guardians agree that any expenses arising from any personal or independent travel of a Participant (or friends/family members) or any early return home, dismissal, or involuntary withdrawal from the Program, either alone or accompanied, are borne solely by the Participant and the undersigned.

### AIR TRANSPORTATION

World Learning arranges scheduled air transportation through designated airlines or travel agents and has designated or will designate the times and ports of departure for all group transportation. For applicable programs, international group travel is arranged by The Experiment and is billed separately from the program fee. Participants enrolled after May 1 are not guaranteed a seat on the group flight, however Experiment staff will work with its agents to arrange travel on the group ticket if possible. Participants enrolled after June 8 will be responsible for all their own travel arrangements, including domestic and international flights.



Any participant wishing to deviate from the group international travel must notify The Experiment by no later than May 1, and will incur the \$250 inconvenience fee. (Participants who receive Experiment financial aid cannot travel independently from the group.) For health and safety reasons, participants wishing to travel independently to or from the Program site/host country must obtain approval and coordinate travel with The Experiment staff in advance, and Participants and parents/guardians assume all risks associated with any such independent travel to or from the Program. [See Independent Travel section below]

World Learning, the agents selected by it, and the airlines reserve the right to cancel the air transportation arrangement or change dates, times, prices, and itinerary, and to make aircraft substitutions. In the event changes or substitutions are made by World Learning, its agents, or the airlines at any time prior to the Program date, the parties agree that World Learning is not responsible for the cost of airline tickets or any associated fees, including change fees or cancellation fees, and that those fees will be passed on and are the responsibility of the participant and the undersigned. Each Participant is solely responsible for any individually missed connections, and World Learning will be in no way liable for the cost of alternate transportation or for any consequential losses resulting from such missed connections or the Participant's failure to use designated transportation.

The participant is responsible for complying with all visa procedures and deadlines as outlined by The Experiment. Failure to completely and properly comply with such procedures may result in withdrawal of an offer of admission and forfeiture of a space on the Program.

#### INDEPENDENT TRAVEL

Independent travel during the Program is restricted and in most cases, Participants will not be traveling independently from the Program. Independent travel is defined as travel within or outside of the Program country, conducted by a Participant, which is not part of a Program activity or approved activity, such as travel during periods of free time, including all travel with homestay families or in any applicable independent study period. Violation of the independent travel policy may result in removal from the Program. Participants traveling independently following the close of a program, including for domestic travel home, assume total responsibility for themselves. World Learning, The Experiment, and its employees assume no liability for individuals once they are separated from the Program or on independent excursions or travel. Participants hereby assume any and all risks, known or unknown, and all costs and liability of any kind whatsoever for any independent travel during a Program. A Participant who leaves the scheduled program at any time without prior written authorization from The Experiment may not be allowed to return to it at the discretion of The Experiment and may be withdrawn from the Program. The normal refund schedule will apply, and travel expenses incurred due to a premature return to the United States from abroad, either alone or accompanied, must be borne by the Participant and the undersigned.



### HEALTH REVIEW

Participation is contingent upon the timely submission by Participant of Participant's completed health forms, accommodations request, and review of same by World Learning's designated medical team. Health forms are due per the published deadlines as noted above. Participants who submit late health forms after the published deadline are subject to a \$250 late fee. Late submitted forms may preclude participation in the program. Failure to disclose complete and accurate information on the health form may result in dismissal from the Program. Participants and parents/guardians assume any and all liability or costs of any kind related to incomplete or inaccurate health information and forms and treatment or handling of any undisclosed conditions. World Learning requires that all participants participating in Experiment in International Living programs show the Participant's medical and psychological stability, without exacerbation, acute changes, complications, or adverse reactions related to symptoms, functioning, or treatment, as determined by World Learning, for no less than six months prior to the group's departure date. Participant and parents/guardians hereby agree to inform World Learning of any changes in Participant's stability or health condition at all times until the end of the Program, and failure to do so may result in dismissal from the Program. Parents/guardians and Participants assume responsibility for any costs associated with failure to disclose any and all relevant health information, and for the costs and expenses incurred in responding to or treating any medical condition of any kind while on the Program. Participant and the undersigned parents/guardians agree that they are responsible for providing appropriate medications for any known health conditions and for any conditions that may arise during the Program, and also acknowledge that some medications (including EpiPens) may not be available in some countries. Where a needed medication is not available the Participant may be sent home for treatment or the undersigned will be responsible for and will bear the cost of acquiring and delivering medications in country.

### PROGRAM GROUP ACTIVITIES

Some Experiment programs include group activities which are only permitted as part of the Experiment Program activity. The Experiment may use third party vendors, activity operators, guides, and other service providers in connection with providing these Group Activities. Such group activities may include, but are not limited to: **safari, sand surfing, sun exposure, biking, pedi cabs, hiking, trekking, horseback riding, animal contact, rides or petting, ziplining, high ropes course, abseiling/rappelling, kayaking, canoeing, pedal boats, boating, whitewater rafting, tubing, swimming, snorkeling, high elevations, camping, paintball, and other outdoor, sporting or play activities ("Group Activities")**. In signing this form the Parent/guardian fully consents to the Participant engaging in any such Group Activities as part of the Experiment group. The Experiment's water policy can be found in the Experimenter and Family Handbooks and at [experiment.org](http://experiment.org).



## PROGRAM RESTRICTIONS AND DISMISSAL

Participants are not allowed to engage in any of the activities described above as Group Activities except as part of the Program-sanctioned Group Activity. Engaging in Group Activities independently is grounds for dismissal. In addition, certain other activities are deemed potentially dangerous to individual safety and program integrity are not permitted and are grounds for dismissal. These include, but are not limited to: hitchhiking, surfing, driving any motorized vehicle (including electric scooters), parachuting, bungee jumping, hang-gliding, riding in private airplanes, rock climbing, base jumping, bridge/cliff jumping, branding, tattooing, piercing, surfing and scuba diving. World Learning prohibits participants from participating in, attending, or otherwise engaging in political protests, rallies, demonstrations, or acts of civil disobedience at any time while on the Program. Participants may not use any alcohol or drugs of any kind, including smoking (tobacco, vaping, hookah, etc.). Participants may not operate or ride on any two-wheeled motor driven vehicle (e.g., motorcycle, moped, motorized or electric scooter, motorcycle taxi, etc.) or other kinds of recreational motorized transports, except where the transportation is operated by a third party service provider engaged by the Experiment for group activities. In addition, participants are not permitted to engage in any and all challenges, games, dares, etc. which could be dangerous to health and safety, including but not limited to food or beverage consumption challenges like the cinnamon and similar challenges, asphyxiation games like the choking game or pass-out challenge, and escalating truth or dare scenarios like the blue whale challenge.

The Experiment, in its sole discretion, reserves the right to dismiss any Participant for the following reasons:

- failure to participate fully in all program components;
- failure to observe published or articulated policies or procedures;
- failure to disclose material information requested by The Experiment (e.g., health information);
- any use or abuse of alcohol or unprescribed or illegal drugs; (The Experiment's alcohol and drug policy can be found in our Experimenter and Family Handbooks and at [experiment.org](http://experiment.org).)
- health conditions or circumstances that interfere with effective program participation or adversely impact the experience of fellow participants;
- failure to comply with the provisions of local country laws, regulations, and customs;
- conduct that includes making statements that are false, misleading, obscene, defamatory, harassing, hateful, inflammatory, discriminatory, and or in any respect damage the rights of others;
- or conduct that is, in the sole judgment of the World Learning, improper or offensive to the host community; or
- potentially detrimental to the health or safety of the Participant or other members of the Program, or inappropriate for the Program or for positive experiential learning in a cross-cultural environment. The Experiment and its employees assume no responsibility whatsoever in connection with losses or other damages resulting from the above listed articles.



In the event of any of the aforementioned behavior, The Experiment will utilize progressive discipline including, but not limited to: verbal warnings, revoking privileges, phone/email correspondence with parents/guardians, written behavior contracts, and dismissal from program. The Experiment has zero tolerance for illegal and/or unprescribed drugs. In the event of use of illegal and/or unprescribed drugs, a participant will be dismissed from the program. In the event of dismissal for these reasons, no refund will be given. In no event shall World Learning or The Experiment be responsible for legal fees or costs or other expenses incurred by any Participant or parents/guardians for any reason.

Failure to comply with Program restrictions and other Experiment policies and procedures, whether or not resulting in dismissal, may preclude a Participant from participation in future Experiment study abroad programs.

#### ONLINE & SOCIAL MEDIA POLICY AGREEMENT

I/we understand The Experiment's online and social media policy, as described on The Experiment website (<https://www.experiment.org/wp-content/uploads/2017/05/The-Experiment-Social-Policy-2017.pdf>.) Failure to comply with this policy may result in program dismissal before or after the program has begun. In the event of dismissal for these reasons, no refund will be given. In no event shall World Learning or The Experiment be responsible for legal fees or costs or other expenses incurred by any Participant or parents/guardians for any reason.

#### IDENTIFICATION

All Participants must be prepared to present some form of numbered, positive identification that matches the name on the passenger manifest when boarding the aircraft. A passport or travel identity document must be shown for international travel. For domestic travel, a Social Security card, driver's license, or other identification may be used.

#### FAMILY PLACEMENTS

World Learning's programs seek to foster increased cross-cultural understanding in Participants by immersing them in cultures different from their own. World Learning homestays are based on daily life in a family and community. Participants are expected to assume roles as family members, respecting and following host family rules as well as World Learning rules and obeying all applicable community, local, state, and national standards of conduct, laws, and regulations. World Learning reserves the sole right to make host family placements. Placements are not restricted based on any local characteristics, such as regional accents or dialects, ethnic character of the community, types of industry, economy, or climate, etc.



## INSURANCE

For the duration of its programs, World Learning provides Participants with emergency illness, accident, and lost baggage/personal effects insurance. Details of this coverage are specified in our illness and accident policy for participants traveling outside the United States on our website at [experiment.org](http://experiment.org), which all Participants (and where appropriate, their parents or guardian) should read carefully and understand that not every loss will be covered and deductibles may apply. This insurance should be considered as supplemental secondary coverage to the Participant's own personal insurance. The coverage does not include participants who are U.S. citizens while they are in the United States, so U.S. citizens on U.S.-based programs, or during a U.S. program component, must rely on their own insurance. International participants (non-U.S. citizens) on U.S.-based programs are covered by a separate emergency illness, accident, and lost baggage/personal effects insurance plan while on the program in the United States. Contact The Experiment for details. World Learning strongly advises Participants and their parents to consult their own advisors regarding health insurance coverage for the duration of the Participant's Program. The Experiment discourages traveling with expensive devices, smartphones, tablets, laptops, jewelry and other valuables.

## PUBLICITY AND CONSENT TO SHARE OR RELEASE INFORMATION

World Learning, The Experiment and its local partners routinely take and share images during and after Experiment programs and World Learning communications staff visit programs on occasion and may take images during that time. The Participant and the undersigned agree that World Learning and the Experiment and its local partners' publicity or marketing materials, including but not limited to its mailings, publications, catalogs, website, blogs, and any other internet, broadcast and social media, etc., may include statements or written comments made by the Participant and his or her parents, and/or the Participant's photographs, film or video images or likenesses of the Participant, and voice of the Participant, and the Participant and his or her parents/guardians hereby consent to World Learning and its local partners' free and perpetual use of any and all such statements, photographs, likenesses, images of any kind, and voice in any medium, including those that World Learning obtains from any Participant, parent/guardian, or other source. In addition, the Participant and the undersigned parents/guardians consent to the Participant's participation, inclusion, entry or submission into any current or future World Learning or Experiment sponsored contests or drawings except where prohibited by law, and consents to free and perpetual use of any such submission or entries.

Participant and parent/guardians of Participant hereby consent to the reasonable sharing or disclosure of the Participant's personal information, medical information, educational records, and other information within World Learning and externally for the purpose of administering the Program, participation in the Program, and for all purposes consistent with the sound management and operation of the Program, including responding to any incidents involving the Participant and or related to health, safety, behavior, or conduct of the Participant and/or the Participant's Program group. World Learning will make efforts to keep such information confidential to the extent possible consistent with the above and will endeavor to seek specific or advance authorization with respect to specific incidents when reasonable under the circumstances, but Participant and parents/guardians agree that World Learning is not obligated to obtain advance authorization beyond the consent contained herein.



#### HEALTH GUIDELINES, TRAVEL ALERTS, TRAVEL WARNINGS, COMPLIANCE

Participants and their parents should review carefully (a) the applicable health guidelines for Participant's Program (the "Health Guidelines") and (b) the US Department of State consular information concerning travel to, in, and around Participant's Program country (the "Travel Warnings" and "Travel Alerts") found at <http://travel.state.gov>. In signing this form, the Participant and his or her parents/guardians agree that they have read and understood the Health Guidelines and the Travel Advisory and that the Participant and his or her parents/guardians are responsible for complying with any recommended or required immunizations, precautions, and procedures set forth in the Health Guidelines and the Travel Advisory. In addition, Participant and his or her parents/guardians agree to comply with these Conditions and with the policies and procedures of The Experiment in International Living or World Learning as communicated to the Participant from time to time.

#### ASSUMPTION OF RISK

Participant and Participant's parents/guardians understand that Participant's participation in the Program is wholly voluntary. Although World Learning has made reasonable effort to assure participants' health and safety while participating in the Program, there are unavoidable, unpredictable or inherent risks in travel, including, but not limited to, (a) those identified in the Health Guidelines, the Travel Advisory, World Learning's websites, and these Conditions, (b) those associated with strikes, civil unrest, terrorism, military or paramilitary action, declared and undeclared wars, insurrections and other armed conflicts, criminal activity and violence, force majeure, weather conditions, public health risks, governmental actions or omissions, acts of God, industrial or commercial accidents, motor vehicle accidents, food safety risks, allergic reactions, air-borne, insect-borne or water-borne illnesses, animal-related illnesses, and all other possibly dangerous conditions or unanticipated circumstances beyond the sole control of World Learning, and (c) the inherent risks involved in any Program Group Activity as noted above (such as, but not limited to safari, sand surfing, sun exposure, biking, pedi cabs, hiking, trekking, horseback riding, animal contact, rides or petting, ziplining, high ropes course, abseiling/rappelling, kayaking, canoeing, pedal boats, boating, whitewater rafting, tubing, swimming, snorkeling, high elevations, camping, paintball, and other outdoor, sporting or play activities,). In signing this form, the Participant and his or her parents/guardians acknowledge that they have considered and are aware of and understand the risks and dangers of all travel and activities associated with Participant's participation in the Program, the Program country, and international travel generally, including the dangers to Participant's health and personal safety posed by the risks described in (a) and (b) above, among others. Participant and his or her parents/guardians hereby assume, knowingly and voluntarily, each of the risks described in (a) and (b) above and all of the other risks that could arise out of or occur during the Program and Participant's travel to, from, in, or around Participant's Program country, or in any way related to Participant's participation in the Program.



### RELEASE AND INDEMNIFICATION

In signing this form, the Participant and his or her parents/guardians, individually and on behalf of their heirs, successors, assigns, and personal representatives, hereby release and forever discharge World Learning, its employees, agents, officers, trustees, and representatives (in their official and individual capacities) (the "World Learning Representatives") from any and all liability whatsoever for any and all damages, losses, costs, or injuries (including death) Participant or any of the undersigned sustains to person or property or both ("Losses"), including but not limited to any claims, demands, actions, causes of action, fines, judgments, damages, expenses, and costs, including attorney's fees and costs, which arise out of, result from, occur during, or are connected in any manner with Participant's participation in the Program, any related or independent travel, any activities, or excursions, irrespective of whether they are sponsored, supervised, or controlled by World Learning, except for such Losses as may be caused by the gross negligence or gross and willful misconduct of the World Learning Representatives. Participant and his or her parents/guardians and the undersigned also agree to fully indemnify and hold harmless the World Learning Representatives from and against any Losses.

### PERMISSION FOR EMERGENCY TREATMENT

On rare occasions, a medical or mental health emergency arises when World Learning is unable to communicate with parents/guardians. Hospital treatment and/or surgery may be required. In most cases, treatment by a physician, nurse, health care provider, mental health provider, administration of an anesthetic, treatment of an injury, or operation upon an individual cannot be performed without the consent of the patient or, in the case of a minor, without the consent of the parent or guardian. To avoid delaying any procedure necessary to safeguard the physical or mental health of Participant, the Participant's parents/guardians hereby grant permission to World Learning to authorize medical and mental health treatment; counseling, administration of antibiotics, immunizations, anesthesia, and other medications; surgery; transfusions of blood products; and hospitalization and provision of medical treatment for Participant. Participant's parents/guardians further agree to release, indemnify, and hold harmless the World Learning Representatives from and against any and all Losses relating to any and all medical, mental health or any other treatment of Participant.

### GENERAL

These Conditions represent the complete understanding with World Learning concerning World Learning's responsibility and liability for Participant's participation in the Program. These Conditions must be read and signed without alteration by the Participant and the parents/guardians of the Participant before being allowed to participate in the Program. Should any provision or aspect of these Conditions be found unenforceable, all remaining provisions of the Conditions will remain in full force and effect. These conditions may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Should there be any dispute concerning Participant's participation in the Program that would require the adjudication of a court of law, such dispute or lawsuit must be filed only in a court in Windham County, Vermont, or in the United States District Court for the District of Vermont, to the exclusion of any other court or jurisdiction.



These Conditions shall be governed by the laws of the State of Vermont (without regard to its conflicts of laws rules). These Conditions supersede any previous or contemporaneous understandings with World Learning, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of World Learning. Handwritten notes or changes to this document will have no legal effect or force. The Participant and his or her parents/guardians have shared the above information with those other parties responsible for payment or with related interest and understand that, before signing these Conditions, the Participant and his or her parents/guardians have the right to consult with the advisor, counselor, or attorney of their choice.

In signing this form Participant and Parent confirm that they have read, understand and agree to the Conditions of Participation and all Policies referred to in the Conditions.

Please print, sign, date, and submit this page of your completed Conditions of Participation form to The Experiment. (We only need a copy of this signature page. It is not necessary to submit all pages.)

**Participant's Name** \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date**

**Parent/Guardian Name** \_\_\_\_\_  
(if Participant is under age 18) (Please print)

\_\_\_\_\_  
**Parent/Guardian Signature**  
(if Participant is under age 18)

\_\_\_\_\_  
**Date**

Please make a copy of this agreement and keep with your records. It is the policy of World Learning to provide equal employment and educational opportunities for all persons regardless of age, ethnic origin, gender, nationality, physical or learning ability, race, religion, sexual orientation, gender identity, protected veteran status, or any other legally protected condition. 15.EIL.30

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<sup>1</sup> *Withdrawal Cancellation Fee. Revised on March 10, 2020*