

## ***MINDS ABROAD PARTICIPANT AGREEMENT***

We are pleased that you have decided to participate in this program with Beyond Borders International Ltd dba, DBA Minds Abroad, DBA Impact Abroad, DBA 19 Under 19, DBA 23 Under 23, DBA Huan Xue Ji (寰学纪) (Herein Minds Abroad). Please read the provisions below carefully, and affirm your acceptance of the terms of this Agreement with your signature below. By participants in the programs, we mean anyone studying, traveling, volunteering, interning, teaching with Minds Abroad or anyone residing in the accommodations provided by Minds Abroad (herein, "participants").

### ***Waiver and Release from Liability***

In consideration of permission to participate in a program with Mind Abroad, I, \_\_\_\_\_, the undersigned, on behalf of myself, my heirs and next of kin, personal representative, agents, insurers, successors and assigns (all hereinafter "Releasers") hereby **FOREVER RELEASE, DISCHARGE AND COVENANT NOT TO SUE BEYOND BORDERS INTERNATIONAL, LTD, MINDS ABROAD, IMPACT ABROAD, , 19 Under 19, 23 Under 23 or Huan Xue Ji (寰学纪)**, its directors, officers, members, employees, other participants and any and all owners, lessors and operators of the premises who may be affiliated with Beyond Borders International, Ltd, Minds Abroad, Impact Abroad, or, 19 Under 19, 23 Under 23 or Huan Xue Ji (寰学纪) (all hereinafter "Releases") from/for any and all liabilities, claims, demands, causes of action or losses of any kind or nature, past, present or future, direct or consequential (including but not limited to hospital expenses or any other medical expenses) that I may hereafter have for **PERSONAL INJURY, MEDICAL INJURY, ILLNESS (INCLUDING BUT NOT LIMITED TO FOODBORNE ILLNESS), PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY, OR DEATH**, arising out of my travel to or from the location where the classes, internships, accommodations, sightseeing trips, and volunteer placements are held, including but not limited to **LOSSES CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES**, or hidden, latent or obvious defects in the facilities or equipment.

I understand and acknowledge that travelling to and from, studying, interning, volunteering, teaching or residing in a foreign location or in a location away from home city may offer inherent dangers that no amount of care, caution, training, instruction, supervision or expertise can eliminate. **RELEASOR EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY, MEDICAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY OR DEATH**, sustained while travelling to and from the location of the classes, volunteering, interning, teaching, sightseeing trips and accommodations, including the risk of **PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES**, or hidden, latent or obvious defects in the facilities or equipment used.

### ***Volunteering, Teaching and Internship Position Duties and Nature of Relationship with the NGO the school or the company (this section applies only to participants whose programs include a volunteer, teaching, or internship component)***

I understand and agree that as part of the program, I am accepting a volunteer placement, teaching placement or internship placement with a non-governmental organization (NGO), government agency, public or private school, or private company, herein "the placement site." I understand that the success of my relationship with the placement site depends on devoting sufficient time and energy to our shared mission and goals. I understand and agree, however, that this relationship shall be "at-will," meaning that the placement site will be entitled to

terminate my relationship with the placement site at any time, for any reason, and without cause. Any contrary representations that have been made shall be superseded by this Agreement. I understand that I may be required to sign an additional agreement with the placement site regarding the nature of my relationship with the placement site. I also agree that my participation as a volunteer or intern for the placement site is not in exchange for any consideration (e.g., pay, benefits, promise of future salary, or the promise of future employment) I acknowledge that, in exchange for my service as a volunteer or intern, I have neither been promised any consideration nor do I expect to receive any consideration. (This does not apply to teaching placements on a work visa).

### ***Insurance***

I understand that I am responsible for obtaining, and I confirm that I have obtained comprehensive health and travel insurance in my home country that covers me while I am overseas. I understand that Minds Abroad is not providing any insurance coverage and will not cover the expenses related to any emergencies that take place during my time abroad.

### ***Consent Provisions for Photos and Other Recordings***

With my knowledge, Minds Abroad will interview me, take photographs or otherwise create audio and video recordings, still images and/or textual descriptions of activities I will engage in during my term with Minds Abroad (together "Recordings"). In consideration of my desire to participate in this program, I hereby grant Minds Abroad the right to use, reproduce, publish, distribute and modify any recordings which contain my image, voice and/or quotes, both internally and externally without the need for any further consent or permission from me.

### ***Special Conditions for Participants in "Study + Travel", "Teach + Travel", Semester and Trimester Programs (this section applies only to participants in a Minds Abroad "Study + Travel", "Teach + Travel", Semester and Trimester program, not to school groups, interns, volunteers or Weekly Morning Class and Afternoon Activities participants)***

Minds Abroad has the right to cancel group programs including 'Study+Travel', "Teach + Travel", Semester and Trimester programs and will not be held liable by an individual participating in one of these programs for damages (i.e. loss of airfare, disruption in plans etc.) so long as notice of this cancellation is received within two months (60 days) of the program's start date. Participants are advised NOT to book airfare until two months prior to the start date of the program. This provision does not apply to all individual programs, defined as any participant in Minds Abroad's Weekly Morning Class and Afternoon Activities Program, intern or Volunteer programs without a class or travel/tourism component or One-on-One Tutorial programs. This provision also does not apply to groups organized by one specific university, college, high school or other institution, where a group of participants are traveling together under the guidance of another institution. This provision only applies to Minds Abroad's Study+ Travel programs.

### ***Force Majeure***

"Force Majeure Event" means an event beyond the control of Minds Abroad, including but not limited to: an Act of God (including but not limited to fire, flood, drought, earthquake, storm, hurricane or other natural disaster); extreme weather or environmental conditions; war; hostilities (whether war be declared or not); invasion; an act of foreign enemies; civil war; rebellion; revolution; insurrection; military or usurped power or confiscation; acts or threats of terrorism; government sanction or other government intervention; blockage; embargo; riot; labor dispute; strike; lockout; contamination by radioactivity from any nuclear fuel, or from any

nuclear waste from the combustion of nuclear fuel, radioactive toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; epidemic or threat of epidemic; or any other unforeseeable circumstances beyond the control of Minds Abroad against which it would have been unreasonable for Minds Abroad to take precautions and which Minds Abroad could not avoid even by using its best efforts (including but not limited to cancellation of classes by its partner university, housing, or placement by an internship or volunteer partner or a teaching placement partner).

### ***Consequences of a Force Majeure Event***

Minds Abroad shall not be considered in breach of its obligations under this Agreement or incur any liability to program participant for any losses or damages of any nature whatsoever (including but not limited to any costs incurred by program participant in connection with changing or cancelling his/her flight and other travel arrangements) incurred or suffered by program participant if and to the extent that Minds Abroad is prevented from carrying out its obligations by, or such losses or damages are caused by, a Force Majeure Event, except to the extent that the relevant breach of Minds Abroad's obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

### ***Notice of a Force Majeure Event***

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, within a reasonable time following the date of termination of a Force Majeure Event, and before invoking protection under this Clause, Minds Abroad shall submit to program participant reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of Minds Abroad's obligations under this Agreement.

### ***Payment and Refund Policy***

To process the registration, participants in our programs will have to pay a non-refundable deposit of 20% of the total program fee. In any event of cancellation of the program (prior to the beginning of the program or while the program is ongoing), the deposit will be retained in full. The remaining 80% of the program fee will have to be paid in full 60 days before arrival. For program participants, who wish to cancel already registered in a program, fees will be refunded in the effect of 0% for the remainder of the current month, 25% of the amount for the next month, 75% of the amount for the following month and 100% for additional months.

### ***Visa Application Process***

Minds Abroad may provide participants with certain documents that they need for their visa application process, but we are not responsible if their consulate rejects their visa due to insufficient documents or any other reason. We absolutely have no ability to obtain or to ensure that a participant can obtain a visa with our documentation. Neither are we responsible for changes to the participant's travel arrangements should the participant fail to obtain a visa. The program participants must agree to either make travel arrangements, which can be cancelled, if they fail to obtain a visa or to accept the penalties for change of dates, if they are unable to obtain a visa. The program participants are completely responsible for cancelling or changing their flight tickets in the event of failure to obtain a visa. That is why we advise participants to book fully refundable tickets, in case their visas are denied.

### ***Miscellaneous***

This Agreement constitutes the entire agreement between program participant and Minds Abroad and supersedes all previous agreements, oral or written with respect to the subject matter of this Agreement. This Agreement shall be modified only by a writing signed by program participant and a duly authorized representative of Minds Abroad. This Agreement shall be governed by and interpreted in accordance with the laws of the state of North Carolina without giving effect to its conflicts of law rules. Program participant and Minds Abroad each consent to the exclusive jurisdiction and venue of the state and federal courts of North Carolina. Program participant and Minds Abroad are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other. If any provision of this Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of the Agreement will remain in full force and effect. Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement will not be construed more strictly against either party as a result of any participation in its preparation. International airfare to and from the program are not included in the program price. Minds Abroad reserves the right to cancel a program and inform program participants, participants and their parent, two months prior to the commencement of the program.

### ***Facsimile Signatures***

This Waiver and Release from Liability may be executed by delivery of a facsimile signature or email signature in PDF form, which signature shall have the same force and effect as an original signature. Please indicate your acceptance of the terms of this Agreement by signing in the space provided below.

**ORGANIZATION:** BEYOND BORDERS INTERNATIONAL LTD DBA Minds Abroad, DBA Impact Abroad, DBA 19 Under 19, DBA 23 Under 23, DBA Huan Xue Ji (寰学纪).

By:

A handwritten signature in black ink, appearing to read 'Carl Jaramillo', enclosed within a large, loopy oval scribble.

Name: Carl Jaramillo  
Title: President  
Address: 6000 Brass Lantern Rd, Raleigh, NC 27606  
Email: [carlj@mindsabroad.com](mailto:carlj@mindsabroad.com)  
Cell: +1 917 403 2663 (US)  
+ 86 132 1166 5973 (China)

**Participant:**

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Parent or guardian, if the participant is under 18 at the date of signing:**

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Date: \_\_\_\_\_