

# MSA Release & Agreement

**Agreement:** *To be signed by participant and (if under 18) parent or guardian*

*I, the undersigned, and my parent or guardian, an applicant for a Institute sponsored by Mediterranean Studies Association, Inc. (hereinafter referred to as MSA), agree to the following understandings:*

1. I understand that this is a supervised Institute and I agree to maintain any such group standards as MSA may set forth, and further, to indemnify MSA and its agents or contractors against any consequences which may ensue as a result of my refusal to comply with such regulations. I agree that MSA reserves the right to enforce such rules and that my participation in the MSA Institute may at any time be terminated by MSA if I fail to follow these regulations, the instructions of my instructors, MSA personnel, or for any other reason which the officers of MSA may deem to be in the best interest of the Institute. I agree to being sent home at my parents' expense and waive the right to any refund of Institute fees.

2. I understand that if I am expelled from school or otherwise disciplined by my teacher or by local authorities, or if I fail to meet any requirements for participation in the Program as set forth by my teacher or school, I may be declared ineligible to participate and my enrollment cancelled subject to the refund policy described in MSA's current-year policies.

3. I understand that I am responsible for exercising caution and common sense at all times to avoid injury.

4. I agree that any film likenesses taken of me while on a MSA Institute and any of my comments may be used in future MSA publications.

5. I hereby waive any and all claims against MSA and its agents or contractors, domestic and overseas, their heirs or their estate, arising from any death, injury, loss, damage, accident, delay, irregularity, or expense to person or property incurred from the use of any vehicle or service, strikes, war, weather, sickness, quarantine, government restrictions or regulations, or arising from any act of omission of any steamship, airline, railroad, bus company, sightseeing, hotel or any other service or transporting company, firm, individual, or agency.

6. I also shall not hold MSA responsible for any loss or damage arising from any errors or omissions contained in the Program brochure, web site, or other MSA literature, late or non-confirmation or acceptance of bookings and loss or damage caused by delays. In addition, MSA shall have the right, at any time in its discretion and without liability or cost therefore, to cancel any program or the remainder thereof, or make an alteration in route, accommodation, price and/or details in the event of any element being rendered impossible or inadvisable by weather, strikes, war, acts of God, governmental interference or any cause whatsoever that is beyond MSA's control. Any and all extra

expenses incurred as a result thereof shall be the responsibility of the participant.

7. I also release MSA and its agents, servants, employee officers or their assigns, or contractors from any financial obligations or liabilities that I may incur or any damage or injury to me or to the person or property of others that I may cause while participating in this Institute.

8. I understand that the air carrier's liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/or by the Warsaw Convention. MSA is not responsible for loss, theft or damage to my belongings or to the belongings of any other person, including passports and travel documents.

9. If I become ill or incapacitated, I grant MSA or to any of its officers, staff or agents, full authority to take whatever action they feel is warranted under the circumstances in regard to my health and safety, including securing medical treatment (at my parents' expense) and transporting me home. I further release any of these persons from any liability for such decisions or actions which may be taken on my behalf. MSA cannot be held responsible for the quality and timeliness of any such medical care received, nor for any expense incurred.

10. I understand that MSA and/or the airlines reserve the right to make changes in program itineraries and departure dates, to substitute airlines and equipment or to make cancellations for insufficient participation or any other reason.

11. I understand that in the event of cancellation or changes being made, refunds will be given in accordance with MSA's current-year Cancellation/Refund policy. I understand that if I wish to cancel my enrollment in a MSA Program, I must do so in writing.

12. I understand that I must pay in full by the deadline dates stipulated in MSA's current-year brochure and/or web site. If I fail to meet such payment deadlines, I realize that I will be assessed and agree to pay the late payment penalties therein described.

13. I understand that MSA is not responsible for any costs arising from the loss or theft of any of my personal property during the Program, including my airline ticket. I understand that each airline has its own procedures for dealing with lost tickets and that if I lose my airline ticket I may be required to purchase from the airline a full fare replacement ticket. I accept that it is entirely my own responsibility to pursue any refund directly from the airline.

14. I understand and accept that it is my personal responsibility to obtain a valid US passport. If I am not a US citizen, I agree to contact the local consular offices of the countries I will be visiting or passing through on my program to obtain the necessary visas. Such visas are not obtainable on the spot

overseas. Further, (whether a US citizen or not), I shall hold MSA harmless in the case where I may not obtain the necessary documents and understand that the inability to obtain the necessary documents does not constitute grounds for withdrawal with refund.

15. I understand that I am responsible for any damage I may cause to property and other facilities or for misappropriation of property, and I agree to pay for any such damages that I may cause and not hold MSA responsible.

16. I understand that this agreement includes the entire agreement between MSA and me with reference to the subject matter referred to herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of MSA. This agreement may only be modified in writing and signed by an officer of MSA.

17. I certify that I am in good physical and mental health and that I have no special medical or physical conditions, nor any special needs or requirements, which would impede participation in the Institute, nor be of any harm or inconvenience to myself or the other participants. I understand that walking long distances and climbing stairs are required activities.

18. I agree that if I have special dietary requirements and/or food allergies, I will take complete responsibility for my food intake and that MSA cannot provide any special meal arrangements for me nor will I be compensated for any uneaten group meals.

19. MSA will make every effort to be in compliance with the *Americans with Disabilities Act - 1990* and provide *Reasonable Accommodation*. However, all participants must understand that some facilities used for MSA Programs are in European buildings that have not been made handicapped accessible. Furthermore some historical sites visited on field trips may not be accessible.

20. This agreement becomes effective when my enrollment is accepted by MSA and I understand that this agreement shall be governed by the laws of the State of Delaware which shall have sole jurisdiction. Additionally, I and my parents or guardians consent to the exclusive jurisdiction and exclusive venue in the courts of Delaware, in any and all actions or proceedings hereunder, and irrevocably appoint any employee of MSA as an agent for the undersigned for service of process conditioned that all papers served upon said agent be forwarded to the undersigned. No modification, renewal, extension or termination of this agreement shall affect said appointment and choice of forum.

21. The terms and conditions of this contract supercede those of any previous MSA publication. This form cannot be changed or altered without the expressed written consent of MSA.

## Applicant and parent/guardian signature required:

*I certify that I have read and understood the terms and conditions of MSA's current-year Institute and that I accept all terms and conditions stated therein, and hereby acknowledge that, along with this Release Form, they form my agreement with MSA.*

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*I have read and that I understand the above Agreement and that I accept and will be bound by its terms and conditions.*

PARENT'S/GUARDIAN'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

FOR PARTICIPANTS UNDER 18