AUIP and ASU OLLI Corps program:
Participant Travel Terms and Conditions, Waiver of Liability, Covenant Not to Sue and Indemnity

By submitting an application for a place on the Arizona State University (**ASU**) and Osher Lifelong Learning Institute (**OLLI**) program (hereinafter "Program), being serviced by American Universities International Programs Limited (**AUIP**), I hereby acknowledge and agree to the terms and matters set out in this document.:

Payment Obligations and Cancellation

1. I have read and I understand all the Program details and obligations set out on the applicable Program on AUIP's website (or as otherwise communicated or provided by AUIP) (the **Program Terms**).
2. If I have not paid the Program Fees in full on submitting my application then I undertake to pay the unpaid balance of the Program Fees in full and on time in accordance with the Program Terms.
3. AUIP may cancel the Program:
    a. if AUIP determines there are not a sufficient number of participants for the Program to proceed; or
    b. in the event of severe weather, war, terrorism, natural disaster, pandemic or a Level 3 or 4 travel advisory issued by the U.S. Department of State or Centers for Disease Control with respect to the country hosting such program.
4. All amounts paid to AUIP are subject to the cancellation and refund policy.

Acknowledgements

5. AUIP may (in its sole discretion) accept or reject my application to join a Program. AUIP may require further information, evidence or assurances from me in making its decision) and I agreed to comply with such requests. I shall have no claim against AUIP if my application is not accepted for any reason.
6. AUIP reserves the right to make changes to the Program Terms and/or the itinerary for the Program should it be deemed necessary provided that any such changes are made in consultation with ASU/OLLI and/or the faculty member(s) involved in the Program (in each case, to the extent reasonably possible).
7. I have read and I understand and agree to abide by the policies and procedures contained in the AUIP Osher Lifelong Learning Institute Program Handbook supplied by AUIP, including the Conduct Expectations (page 30) including the Behavioral Policy, Alcohol and Drug Policies, the Discrimination and Harassment Policies, together with any other policies that may have been provided. I understand that I may be dismissed from the Program at any time for failure to comply with such standards with no refund of monies. If I am dismissed before completion of the Program, I agree that I will be responsible for any and all costs and expenses associated with my return home, and that I will also be responsible for my own travel arrangements home. I also understand that if I leave the Program voluntarily for any reason, including illness, I will be responsible for any and all costs and expenses associated with my return home and that there will be no refund of any fees. This includes (without limitation) any voluntary withdrawal or withdrawal that is in any way related to an infectious disease. In the event that I leave the Program early, whether by reason of dismissal, voluntary withdrawal, or illness, I acknowledge and agree that I shall have no claim whatsoever against AUIP in respect of my early departure from the Program.
8. I understand that I am required to carry the emergency contact card (provided at the Program start) and my insurance card at all times during the Program.
9. I understand that I am responsible for letting a faculty or staff member know if at any time during the Program I feel uncomfortable or unsafe.

10. I acknowledge that my participation in the Program may expose me to risk of property damage and bodily or personal injury, including injury that may prove fatal. I understand that some of the primary risks associated with study abroad programs include, but are not limited to, road accidents, airplane accidents, alcohol and drug-related incidents, hypothermia and hyperthermia, water-related accidents, hiking accidents, illnesses (including, without limitation an infectious disease) and political unrest. I also acknowledge that I have read the International Travel Country Information Page for the country of study, issued by the U.S. Department of State and available at https://travel.state.gov/content/travel/en.html, as well as the Centers for Disease Control and Prevention travel recommendations. I hereby assume any and all such risks.

11. I understand that free time is unsupervised and I am responsible for my own well-being during any activities in which I choose to participate during free time.

12. I agree to comply with any public health policies or procedures imposed by AUIP, ASU/OLLI, and local authorities.

13. I understand that I must stay with the group during all Program activities and comply with all AUIP policies and procedures in respect of such activities. I agree that in the event that I become detached from the group due to failure to meet the group at an assigned time, I will bear all responsibility to seek out, contact, and reach the group at its next available destination, and I understand that I will bear all costs involved in contacting and reaching the group.

14. Without limiting any of the above, I acknowledge that AUIP acts solely as a coordinator for all persons taking the programs, and that it does not own, manage, control or operate any transportation, vehicle, accommodation, restaurant, or any other supplier of services (either educational or otherwise). I further acknowledge that all the services are provided subject to the terms and conditions specified by the suppliers thereof and are subject to the laws of the country where the services are provided. I further agree that AUIP only acts as facilitator for the Institution and the contractors, owners, and suppliers of services offered in such programs and that AUIP assumes no responsibility for the loss or damage to property, or for injury, illness, or death, or for any damages, losses, costs or claims howsoever caused including (without limitation) arising directly or indirectly from accidents, natural or manmade disasters, loss or damage to persons or property, acts or omissions of third party service providers, delays, transport failures, strikes, wars and uprisings, rioting, acts of God, pandemic or infectious diseases and any government travel/quarantine/isolation restrictions etc. I further understand that if any emergency, weather delay, pandemic, infectious disease, government travel/quarantine/isolation restrictions or other unavoidable situation leads to disruption of my travels, I am responsible for my living costs for the additional time spent abroad, for any penalties or costs related to changed airline tickets and for any quarantine/isolation costs and expenses (whether incurred before, during, or after the Program). I understand that while AUIP will use reasonable endeavors to operate all programs as advertised, reasonable changes in the itinerary may be made without notice where deemed necessary or advisable by AUIP and AUIP will have no liability in respect of such changes or otherwise.

15. I acknowledge that AUIP is not able to review the personal background, details and records of each participant of the Program (including participants, faculty, staff and spouses) and determine the appropriateness or suitability of any participant for the study abroad program, and AUIP takes no responsibility for the acts or omissions of other participants, nor is AUIP liable in any way to me or any other participant for the acts or omissions of other participants.

16. I acknowledge that AUIP strongly discourages operating motor vehicles while participating in the Program, due to the inherent dangers of driving in a country with different traffic laws, driving habits, and regulations relating to insurance. If I decide to operate a motor vehicle while abroad, however, I recognize that AUIP and its agents and employees assume no financial responsibility for any property damage, bodily injury or personal injury related to my operation of a motor vehicle, including, but not limited to, automobile repairs and medical care if I am involved in an accident.

17. I understand and acknowledge that there are inherent health risks associated with travelling abroad (including, without limitation, the risk of contracting infectious diseases). I agree that I am personally responsible for obtaining all health information, instruction, medical procedures, immunizations and medications appropriate to my intended travel. I recognize that AUIP is not responsible for any of my medical or medication needs and I assume all risk and responsibility for the same. I further agree that if I become incapacitated, AUIP, through its agents and employees, may take whatever action is deemed necessary with respect to my health and safety. I authorize AUIP, its agents and employees to place me, at their discretion and without my further consent,

in a hospital or in the care of a local doctor for medical services and treatment. If necessary or desirable, I also authorize them to transport me back to the United States by commercial airline or other transportation as deemed appropriate for medical treatment. I agree that I will be fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care (including, without limitation, any medical care needed to treat, manage or isolate any infectious disease). I understand that I am required to purchase medical insurance to a minimum of **US $50,000** that will cover me during the period of the Program for accidents, illnesses, medical evacuation and repatriation of remains. I understand that AUIP strongly recommends that I visit a travel clinic or another appropriate facility to receive additional, country-specific health and travel information. I understand that some jurisdictions, such as New Zealand, exclude court action for personal injury and that my insurance must be sufficient to cover any long-term physical or psychological events I may suffer.

18. I further acknowledge that AUIP strongly recommends that I obtain trip cancellation insurance in addition to the required medical emergency and evacuation coverage and agree that AUIP is in no way responsible for obtaining or arranging this insurance for me. Notwithstanding any other provision in this waiver, I covenant and agree to hold forever harmless AUIP, its directors individually and its officers, agents, third party service providers and employees from any and all claims, demands, rights and causes of action of whatever kind resulting from the cancellation of the program for any reason whatsoever.

19. I understand that all individuals accompanying AUIP's Programs need to be willing to learn about their host cultures and be open to new ideas even though they may be culturally challenging. I am aware that it is both inappropriate and culturally insensitive to use this time to promote religious or political agendas; further, such behavior can cause offense and potentially place me and other participants at risk of harm or liability. I understand that, while the U.S. respects the right of freedom of expression, this is not a universal right and may not be protected by law in some countries. Consequently, I will demonstrate respect for the host culture even though I may not agree with all aspects of that culture, and I understand that behavior that is inconsistent with this statement may lead to the revocation of my permission to accompany the Program.

20. I specifically acknowledge that in respect of any program carried out in Fiji, I will stay in Fijian village homestays that are rural and have only very basic services and amenities. I understand that there are certain specific health and safety risks associated with these village homestays and that I will be given specific instructions on how best to protect myself from such risks. I understand that it is my responsibility to review and comply with these instructions and undertake all precautions as advised. I further acknowledge that AUIP is unable to undertake a formal audit of the village homestays and the persons operating them both in regard to the conditions and the people running the village homestays. I will not hold AUIP liable for any loss or injury of any kind whatsoever arising from the Fiji program and I agree that I will advise my faculty member or AUIP of any potentially dangerous conditions encountered in my homestay as soon as possible.

21. I understand that my participation in any program-related field activities (such as hiking, snorkeling, swimming, kayaking, etc.) is voluntary and participation is not required; however, should I wish not to participate I must inform the instructor of my decision. I understand that no refunds are provided for program components in which I do not participate.

22. I understand that if this program contains an alcohol-related cultural event, that this event is not compulsory, and that I will be solely responsible for any injuries or property damage arising in relation to my participation in the event.

23. I understand that if I elect not to disclose medical and health information to AUIP (including, without limitation, any symptoms or illnesses) either prior to or during the Program, AUIP will not be liable for their decisions and/or actions that impact or result from those medical and health conditions. Notwithstanding the disclosure of specific medical information to AUIP, I acknowledge and agree that I am responsible for assessing the suitability of the Program in relation to my condition(s). I acknowledge and agree that while AUIP will try to make reasonable adaptations (where required) to accommodate needs associated with any medical condition disclosed to AUIP, special requirements cannot be guaranteed and AUIP will under no circumstances be liable for any personal injury, illness or death caused by or resulting from any failure to accommodate or meet the needs of any medical conditions or requirements.

24. I recognize that it is possible that not all Program participants will consent to, or feel comfortable with, photographs of them being taken and/or uploaded onto social media. I will do my utmost to ensure that I have obtained consent from the Program participant(s) prior to taking their

photograph, and (if applicable) prior to using this image in any public manner such as uploading it to social media.

25. Before posting or uploading any content to social media, I accept that it is my responsibility to determine the appropriateness of this content in the context of the public domain, being sure to adhere to ASU/OLLI's and AUIP's Social Media Guidelines (as outlined in the Program Handbook). If any content is found contrary to these aforementioned guidelines, I agree to remove this content immediately if asked to do so by AUIP.
26. I acknowledge that AUIP may use any information about me for its business purposes including for alumni related purposes. I acknowledge that I have a right of access to and am permitted to request corrections of any personal information AUIP holds about me.
27. I understand that the acceptance of this Release, Waiver of Liability and Covenant Not to Sue by AUIP shall not constitute a waiver, in whole or in part, of sovereign immunity by said organization, its members, officers, agents, and employees.
28. Without limiting any other provision of this waiver, I agree that I am personally responsible and liable for any damage that I cause to accommodations or other property during the Program. I understand that AUIP will not be liable for such damage or any associated costs.
29. For the sole consideration of AUIP arranging for my participation in the program(s), I hereby release and forever discharge AUIP, its directors individually and its officers, agents, third party service providers and employees from any and all claims, demands, rights and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, resulting from or in any way connected with my participation in the Program whether caused by negligence or any unlawful, negligent, tortuous, criminal, reckless, willful or dishonest errors, acts or omissions or otherwise.
30. I further covenant and agree that for the consideration stated above I will hold forever harmless and will not take any legal action against AUIP, its directors individually, its officers, agents, third party service providers or employees for any and all claims for damages arising or growing out of my voluntary participation in this Program whether caused by negligence or any unlawful, negligent, tortuous, criminal, reckless, willful or dishonest errors, acts or omissions or otherwise.
31. This document shall be governed by and interpreted, construed, and enforced in accordance with the internal laws of New Zealand law and I agree that the New Zealand Courts shall determine any issues arising from it. In addition, I agree that should any provision or aspect of this document be found to be unenforceable, all remaining provisions of this agreement will remain in full force and effect.
32. For the consideration stated above, I hereby indemnify AUIP and its officers, employees and agents from any and all liability, loss, cost, expense, claim or damage which may arise or be suffered by AUIP as a result of my acts or omissions as a participant in the Program where those acts or omissions do not comply with or breach my undertakings and agreements in this document and the agreement for participation or elsewhere.
33. I consent to AUIP, without giving further notice, using photographs and films taken during programs, for publication in a brochure or other advertising material. I will not hold AUIP liable for permission or payment or any damage or loss whatsoever resulting from or caused by publication of the photographs or films.
34. I understand that AUIP may request participants' email addresses for future correspondence (including for marketing purposes), and all participants have the right to withhold this information if they wish.
35. I certify that I am at least 18 years of age, and I have no criminal convictions of any nature that would prevent me from entering into this Agreement or participating in the Program.
36. I certify that I have read and understood the above, and I voluntarily agree to all of the provisions herein without coercion, duress, threat or promise of any kind.