

Waiver of Liability and Indemnity

Acknowledgement of CIES 2024 Guidelines

I acknowledge that participation in a CIES 2024 excursion and any related activities (the "Excursion") brings some risk. I agree, as a requirement of my participation in this Excursion, to follow all CIES 2024 guidelines and all instructions, including those relating to Covid-19 as further indicated in the CIES Waiver of Liability and Indemnity.

I understand and acknowledge that my failure or refusal to comply with all protocols and guidelines required by the Comparative and International Education Society ("CIES"), CDC, the venue provider, and governing authorities during my participation in the Excursion is sufficient grounds for my removal from the Excursion. I further agree to follow the instructions of CIES staff, volunteers, and contractors, including the drivers of any transportation service provided by CIES, and to exit the event, without protest or refund, upon request by CIES or the staff of any Excursion destination due to my refusal to follow said protocols.

Assumption of Risk

I understand that participation in the Excursion brings some risk. I understand that any injury or harm, including but not limited to potential exposure to Covid-19, may result from actions, omissions, or negligence of myself and others, including, but not limited to, CIES's employees, contractors, volunteers, or program participants. I hereby voluntarily assume all risks associated with my participation in the Excursion.

Waiver, Release, and Indemnification

As a condition of my participation in this Excursion, I, do hereby expressly waive any rights against and release and hold harmless CIES and any of its officers, employees, volunteers, affiliates, contractors, agents, heirs, legal successors, and assigns (collectively the "Released Parties") from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind or nature (collectively "liability"), under any theory of law or equity, that may arise during or as a result of my participation in the Excursion, including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of COVID-19 or complications, symptoms, or other effects resulting from contracting COVID-19. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any incidents which might occur as a consequence of my participation in the Excursion or any related activities involving the Released Parties.

I UNDERSTAND, AND IT IS MY EXPRESS INTENT, THAT THIS RELEASE AND WAIVER OF LIABILITY FOREVER DISCHARGES AND RELEASES THE COMPARATIVE AND INTERNATIONAL EDUCATION SOCIETY AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURIES OR DAMAGES. I AGREE NOT TO MAKE A CLAIM AGAINST OR SUE ANY OF THE RELEASED PARTIES FOR INJURIES OR DAMAGES WHETHER THEY ARISE OUT OF OR RESULT FROM ANY NEGLIGENCE OR OTHER LIABILITY, EVEN IN CASES OF GROSS NEGLIGENCE. I ALSO UNDERSTAND AND AGREE THAT THE COMPARATIVE AND INTERNATIONAL EDUCATION SOCIETY DOES NOT ASSUME ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE FINANCIAL OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS. IN THE EVENT THAT I OR MY FAMILY MEMBER IS INJURED, BECOMES ILL, OR SUFFERS COMPLICATIONS DUE TO COVID-19 AS A RESULT OF MY PARTICIPATION IN THE EXCURSION, I AGREE TO RELEASE AND HOLD HARMLESS CIES IN THE SAME MANNER AND TO THE SAME EXTENT AS SET FORTH ABOVE.

Choice of Law and Venue

This Waiver of Liability and Indemnity Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

BY COMPLETING THE REGISTRATION FOR THIS CIES EXCURSION, I ACKNOWLEDGE I HAVE CAREFULLY READ, FULLY UNDERSTAND, AND AGREE TO THE TERMS OF THIS WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

Name (Print) _____ Signature _____

Date _____