

## **Agreement to Summits Education Terms and Conditions**

THIS AGREEMENT (the “Agreement”) is executed by \_\_\_\_\_ (the “Participant”) and Summits Education, Inc., a not-for-profit corporation organized under the laws of the state of Massachusetts, and its affiliates (collectively, “Summits Education”), with respect to Participant’s potential participation in the Summits Expeditions Program (“Summits Expeditions”), and with such participation conditioned on the Participant’s acceptance of the following terms and conditions (the “Terms”) and execution of the waiver of liability attached hereto (the “Waiver”).

**1. Participation Requirements.** Unless otherwise specified, the Participant must be eighteen years or older to participate in Summits Expeditions. Participants between the ages of fifteen and seventeen may participate in Summits Expeditions with the written permission from a parent or legal guardian and if accompanied by a parent or guardian on the Expedition.

**2. Reservations and Deposit.** Places in Summits Expeditions are subject to availability and will be allocated on a first come, first served basis for those who properly complete all booking requirements. To book an expedition with Summits Expeditions (each, an “Expedition”), the Participant must submit a completed Summits Expeditions registration form and a deposit to Summits Education. Deposits are counted towards the program fee. Summits Education will issue the Participant an electronic receipt to confirm payment of the deposit and then notify the Participant within fourteen days of receiving his/her application whether (s)he has been accepted to participate in the requested expedition. In the event the Participant is not accepted by Summits Education, the Participant’s deposit will be returned in full. In the event the Participant is accepted, the deposit will be viewed as non-refundable. If Summits Expeditions cancels an Expedition for any reason, the deposit will be refunded to the Participant. If a Participant books a tour after a specified deadline, (s)he will be responsible for the amount due at that last deadline. Summits Education reserves the right to decline any applications to participate in the Summits Expeditions program, and any bookings are non-transferable.

**3. Program Fee.** Summits Expeditions has a mandatory program fee which covers the costs of the Participant’s expedition. Program fees are not tax-deductible. Program fees are due exactly two months prior to the start date of the expedition. If the Participant fails to submit his or her program fee on time, Summits Education reserves the right to terminate the Participant’s involvement in Summits Expeditions.

**3. Raising Funds.** The Participant agrees to fundraise a sum equal to or greater than the fundraising target according to the payment schedule outlined in the specific Summits Expeditions itinerary, and agrees to be personally responsible to Summits Education for the difference if (s)he fails to fundraise the required funds. The Participant understands that the outstanding balance towards the applicable fundraising requirement will be charged to his/her credit card if (s)he has not met this requirement by the relevant deadline. The Participant must not fundraise for the tour until Summits Education informs him/her that (s)he has been accepted as a Summits Expeditions Participant and (s)he agrees to these Terms and Waiver to Summits Education.

The Participant agrees that all funds raised under the auspices of Summits Expeditions will be remitted to Summits Education and may not be used for any other charitable or personal purpose. If the Participant decides not to complete the Expedition or is required to withdraw from it for any reason, Summits Education will keep any funds deposited with it. All offline donations must be submitted to Summits Education within 14 days of receipt. Summits Education reserves the right to cancel Participant's Expedition if it is suspected that funds are being withheld.

Funds raised by Participants will be remitted directly to Summits Education and will not be applied towards the costs of Participant's Expedition. Participants are responsible for the costs of international airfare, medical insurance, travel insurance, personal equipment, tips, overseas airport taxes, government imposed fees, visas, vaccinations, food and drink beyond that provided in the Expedition package, personal spending money, and any other activities beyond the Expedition itself.

**4. Amendments to the Expedition Itinerary.** During an Expedition, itinerary details may be changed on short notice due to unforeseen circumstances and factors out of Summits Education's control. Summits Education retains the right to amend the Expedition itinerary whenever it is deemed necessary or advisable as well as to change Expedition dates should a certain percentage of Participants fail to meet their fundraising targets.

If Summits Education must change the Participant's itinerary, it will notify the Participant as soon as possible. Summits Education shall not be liable for any penalty charges associated with changing travel bookings to the departing airport or changing accommodation booked before the departure.

While Summits Education shall use its reasonable best efforts to secure suitable and reliable accommodation for its Expedition participants, it is possible that the Participant's reserved

accommodation may not be suitable or available upon arrival. In such cases, Summits Education shall use its reasonable best efforts to provide accommodation of a similar standard in the same area.

Summits Education has the sole authority to alter the itinerary during the course of the Expedition. All such amendments are final.

The Participant will only be allowed to participate in a later occurring Expedition if (s)he is unable to participate in her scheduled Expedition because of medical injury, illness, a death in the family, or other events approved by Summits Education on a case-by-case basis. In such cases, all funds raised by the Participant will apply to the later occurring Expedition, but the Participant must pay for any additional costs required by the Expedition in which (s)he wishes to participate.

**5. Cancellations and Removal from the Expedition.** Summits Education has the right in any circumstance to cancel the Expedition, but will not do so less than six weeks before the scheduled departure date unless it is for reasons outside of Summits Education's control, as enumerated in Section 6 of these Terms. If Summits Education must cancel the Participant's scheduled Expedition, the Participant may choose to enroll in an alternative Expedition (but will be responsible for any increased costs associated with the alternative Expedition) or to forfeit his/her spot in the Expedition tour and receive a refund of his/her deposit. Any funds that the Participant has in his/her possession must be submitted to Summits Education.

If a Participant wishes to withdraw from the Expedition, (s)he must inform Summits Education in writing of this decision. If the Participant withdraws from the challenge, (s)he forfeits his/her deposit, and any funds raised and deposited with Summits Education will not be returned. Any funds raised for Summits Education that the Participant has in his/her possession must be submitted to Summits Education.

Participants must comply with the laws and regulations of Haiti and with all reasonable instructions of Summits Education relating to the safety and organization of the Expedition. If Summits Education, a tour guide, airline pilot, accommodation manager, country official, or other person in authority feels that the Participant is behaving in such a manner as to cause danger, distress or annoyance to herself/himself or others, or to cause damage to property, (s)he may be removed from the Expedition in Summits Education's sole discretion. In such an event, Summits Education will have no liability to the Participant, will not refund any money to the Participant, and will not pay for any expenses the Participant incurs as a result of being removed from the Expedition. Furthermore, a Participant removed from the Expedition must

reimburse Summits Education for any expenses Summits Education incurs as a result of the Participant's behavior.

**6. Force Majeure.** Summits Education will not be liable or return any funds to Participants if an Expedition is negatively affected, cut short, or cancelled because of an event which Summits Education could not, with all due care, foresee or avoid. Such events include war, threat of war, riots, unexpected government actions (including legislation, ordinances and decrees), terrorism, industrial disputes, extreme weather conditions, natural or nuclear disaster, epidemics, fire, road closures, pilferage, quarantines, dangers incident to sea, land and air travel, closed or congested airports, and other similar incidents beyond Summits Education's control.

**7. Insurance and Medical Concerns.** Summits Education requires all Participants to purchase medical and travel insurance. In the case of a medical emergency, the Participant authorizes Summits Education to arrange necessary medical treatment and to sign any required consent forms on the Participant's behalf to receive such medical treatment.

**8. Liability.** There are inherent hazards and risks associated with the Summits Expeditions. The Participant accepts such risks and chooses to proceed with the Expedition. Participants participate in any Expedition at their own risk and are at all times responsible for their personal possessions and liable for any losses they may incur traveling to and participating in the Expedition. The Participant understands and agrees that Summits Education may not be held liable or responsible in any way for a Participant's injury, death, damages, or events that may occur as a result of the Participant's participation in the Expedition. The air carriers, hotels and other suppliers providing travel or other services for Summits Expeditions are not agents or employees of Summits Education. Summits Education is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage or other damages or expenses resulting there from.

**9. Media Release.** The Participant agrees that any video, recordings, and/or photographs taken of the Participant by Summits Education prior to, during, or after the Expedition may be used in publicity material connected with the Expedition, and that Summits Education will retain all rights, title and interest in these materials, including but not limited to, any royalties, proceeds, or other benefits derived therefrom.

**10. Jurisdiction and Other Legal Information.** The laws of the State of Massachusetts governs these Terms, and the Participant consents to the exclusive jurisdiction and venue of courts in Massachusetts in all disputes arising out of or relating to Summits Expeditions programs. The Parties agree that any claim or dispute between them or against any agent,

employee, successor, or assign of the other, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration under the rules of the American Arbitration Association.

These Terms and Waiver constitute the entire agreement between the Participant and Summits Education and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written. Should any part of these Terms be rendered or declared invalid by a court of competent jurisdiction of the State of Massachusetts, such invalidation of such part or portion should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

By signing or otherwise agreeing to these Terms, the Participant indicates that (s)he has read, understands, and agrees to these Terms in their entirety.

### **Release and Waiver of Liability**

THIS RELEASE AND WAIVER OF LIABILITY (this "Release") is executed by \_\_\_\_\_, on their own behalf (or as the parent or guardian of \_\_\_\_\_, if applicable) and on behalf of their heirs, executors, administrators, legal representatives (including parents or guardians, if applicable), successors and assigns (collectively, the "Releasor", "I", or "me") in favor of Summits Education, Inc., a not-for-profit corporation organized under the laws of the state of Massachusetts ("Summits Education"), and the Releasees (as defined below).

Releasor hereby freely, voluntarily, and without duress executes this Release under the following terms:

As the Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the Summits Expedition Program ("Summits Expeditions"). As the Releasor, I understand that Summits Education does not require me to participate in this activity, but I choose to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by Summits Education, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with participating in Summits Expeditions, and I hereby release and forever discharge and agree to hold harmless Summits Education and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, donors, representatives, members, owners, employees, volunteers, agents, administrators, assigns, and contractors (collectively, "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with Summits Expeditions, including any injury or harm to me, my death, or damage to my property.

As the Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue any of the Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives (including parents or guardians, if applicable), successors and assigns, as well as myself. I also affirm that

I have adequate medical and travel insurance to cover any medical assistance I may require. I agree not to participate in Summits Expeditions unless I am physically and medically able, and I agree to abide by the decision of Summits Education and its agents regarding whether I may participate in Summits Expeditions. I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

In case any one or more of the provisions or parts of a provision contained in this Release are, for any reason, held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or part of a provision of this Release or any other jurisdiction, but this Release will be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein or therein and such provision or part will be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction. This Release constitutes the entire understanding of the parties, and cannot be modified except by a writing signed by both parties.

**By signing or otherwise agreeing to this Release, I am acknowledging that I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the release. With such knowledge, I hereby expressly and specifically assume all risk of injury or harm, including any risk of bodily or personal injury, illness, death or damage to property, arising out of or related to Summits Expeditions.**