



[www.servicesmk.com](http://www.servicesmk.com)

Santa Isabel, 16-7<sup>b</sup>  
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011.34.660.40.32.02  
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[info@servicesmk.com](mailto:info@servicesmk.com)

## Release and Agreement

I, whose name and signature appear on the MK Educational Services online enrolment form, and my parent or guardian if I am under 21, in which case his/her name and signature also appear on the MK Educational Services enrolment form, in consideration of MK Educational Services accepting my application and permitting me to participate in a MK Educational Services program, the receipt and sufficiency of which is acknowledged, agree to the following terms:

### **A. Definitions**

1. "MKES" shall mean MK Educational Services and staff.
2. "School" shall mean any school, college or university, the teacher, professors or other person or people assisting during the exchange, the school principal, the school superintendent, the school board, or other management and administration, the town in which the school is located, the archdiocese, trustees or other managing entities and any person associated with the institution in which I study.
3. "Agreement" shall mean the terms and conditions set forth by MKES in this release and agreement form.
4. "Program" shall mean the MKES program for which I am or was enrolled or any other MKES program in which I participate.
5. Start and End of the Program: A MKES Program starts with the flight from a MKES departure gateway and ends upon disembarking the aircraft on completion of the return flight to the same city.

### **B. Release of School's Liability**

1. I understand that the use of School premises or property in my program is a courtesy to me and the teacher/coordinator and does not mean that the Program is officially sponsored or supported by the School. If my School is officially sponsoring this Program, I will receive written notification of that fact as well as a statement of any responsibility for the Program assumed by the School.
2. I understand that my school will have no liability or responsibility whatsoever with respect to the MKES program and I expressly release and waive all claims that I have or may have in the future against, and release from all liability and agree not to sue the school for any personal injury, death, property damages or other loss that I sustain during or as a result of the program.
3. Whether or not the program is sponsored by the School, if the School determines for whatever reason to cancel the program, there will be no refund. Furthermore, any



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termination of travel made by the traveler or related party will not be refunded, as MKES offers no refunds for any of their programs.

### **C. Release of MKES's liability**

1. This release constitutes a release of liability as to MKES and an acknowledgement by me, binding upon my heirs, executors, administrators and assigns that MKES is hereby released from any and all claims, including claims for negligence, for personal injuries, death, emotional trauma or property loss which arise from my participation in an MKES program.

2. I hereby waive any and all claims that I may have in the future against, and release MKES from liability for any loss or physical or property damage arising from any cause whatsoever including negligence and, without restricting the generality of the foregoing, shall not hold MKES responsible for any sickness, injury or death, nor for any loss or damage arising from:

A) Any errors or omissions contained in any MKES literature;

B) Any events and consequences of events beyond its control including, without limitation, war, civil unrest, politically motivated acts of violence, terrorist activities, acts of God, strikes, government restrictions and weather;

C) Any use of vehicle or, in the absence of its own gross negligence, from MKES's selection of, or from any act or omission by, any host family, school, airline, hotel, other accommodation, tour operator, transportation company, sightseeing contractor, or other firm, company, agency or individual;

3. I further acknowledge that MKES is not responsible for any negligent or wilful act, or failure to act, or any person or entity it does not control, including, but not limited to airlines, transportation providers, hotels, restaurants, tour operators and, as a result, is not liable for any negligent or wilful act or failure to act of any such person or of any third party not under MKES's control without limitation, MKES is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation, any wilful or negligent act or failure to act or breach of contract of any third party which supplies any goods or services to the MKES program.

### **D. My coordinator, my behaviour and responsibility**

1. It is my responsibility, or that of my parent/guardian if I am a minor, to determine the suitability of the MKES coordinator of the program, including meeting personally with the coordinator and taking all appropriate steps to establish the coordinator's suitability and to make sure that he or she is aware of any special needs or requirements I may have.



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2. All information pertaining to the Program, except financial statements will be emailed directly to my MKES coordinator.

3. I understand that if, prior to the commencement of the Program, I am expelled from School or otherwise disciplined by my School, or if I fail to meet any requirements for participation in the Program as set forth by MKES, my School or other institution, I may be declared ineligible to participate in the Program and my application withdrawn subject to the refund policy described in the MKES agreement.

4. MKES may provide or arrange for a coordinator should my original coordinator be unable to participate in the program.

5. I agree to abide by the directions of my coordinator and the MKES director. If I fail to do so, or if my behaviour is such that I am infringing upon the ability of others to enjoy the Program or their safety, I may, at the sole discretion of MKES, my School or my coordinator, be expelled from the MKES Program and sent home at my own expense or that of my parent/guardian and I will receive no refund for any services not received.

6. I agree that I am fully responsible for any costs arising from the damage, loss or theft of any of my personal property during the Program, including my airline ticket. I understand that each family will purchase and assume full responsibility for booking procedures and responsibilities and 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 in these circumstances it is entirely my own responsibility to pursue any refund directly from the airline.

7. I agree that if I have a food allergy, I will take complete charge of my food intake while overseas. I understand that language differences may impede my understanding of certain ingredients contained in various recipes and that neither my host family nor MKES staff can provide reliable translation, or make any special arrangements for me. I understand that neither MKES nor my School will be liable for any incident that arises as a result of my allergy.

8. I hereby indemnify MKES and my School for any harm or damage I cause and I accept full responsibility for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to while participating in an MKES Program. I agree that if I cause damage wilfully or through negligence to a hotel, restaurant, bus or other common carrier, I will be required to pay for the damage, and may be expelled from the Program and sent home at my own expense (or that of my parent or guardian) and will receive no refund.

9. If I break any law during the program, such as, but not limited to, theft or damage to property or possession or use of illegal substances, I may be subject to prosecution by local law enforcement authorities. I understand that MKES has no duty to defend me in any such proceedings or otherwise provide a defence.



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10. If I become ill or incapacitated, or am for any reason considered not suitable for travel, my teacher/coordinator or host parent, or MKES may take such actions as they consider necessary, including securing medical treatment for me, or returning me home. I hereby release MKES and my teacher/coordinator from any and all liability for the quality or timeliness of any such medical care and agree to indemnify MKES for any expenses it incurs.

11. I agree that I will reimburse my teacher/coordinator for all expenses he/she personally incurs as a result of my being sick or injured during the Program. These will include, without limitation, accommodation, meals, telephone calls, and airline tickets.

12. I understand and agree that it is my personal responsibility to obtain my passport and any other required documents in order to enter all the countries stated on my itinerary, change planes in foreign countries even if I am not leaving the airport and enter the United States on completion of the itinerary. I understand that MKES is not responsible if I am unable to obtain the necessary travel documents and I will only be entitled to a refund as described in the Agreement.

13. I agree that MKES may use statements made by me and/or photographs of me and/or video footage of me for publicity and advertising purposes.

#### **E. Air carrier's responsibility**

I understand that each family is responsible for making reclamations for loss or damage to baggage.

#### **F. Enrollment, Price, and Payment Schedule**

1. To register for the chosen program, complete and submit the online application form and make the initial payment. Payments may be made by check, cashier's check or money order payable to Mary Kay Maas. The organising teacher/local coordinator will collect \$1,200 to reserve a place in the Program. No application will be processed, which is not accompanied by proof of having made the payment of the reservation. Subsequent payments must be postmarked by the due date with student name in the memo line and mailed directly to MK Educational Services WI office at:

MK Educational Services  
305 W. 2nd St. Apt. 2  
Waunakee, WI 53597

Registration is personal and not transferable. Please allow up to 14 days for processing checks. Invoices are mailed only for the final balance due and mark your calendar with following payment dates. Groups of fewer than 10 may require instant airline ticket purchase resulting in a modified payment schedule.



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Reservation \$1,200  
April 15 \$1,200  
May 15 the balance

2. Price: \$2993 if you host in July, \$3,193 if you only want to travel to Spain in August.
3. Fees: Late payments and late/incomplete materials are charged a \$40 fee and may jeopardize a student's participation. Returned checks are charged a \$40 fee and must be replaced with a cashier's check, money order, or online card payment.

#### **F. Other Provisions**

1. This release shall be construed as a sealed instrument.
2. In the event that this Release, or the Agreement, in part or in whole, shall to any extent be or become void or unenforceable, the remaining portions of this Release will be deemed valid and fully enforceable.
3. No amendment to this Release will have validity whatsoever unless it is an original written document and signed by an officer of MKES.
4. In signing this Release, I am not relying on any oral, written, or visual statements of any kind, including emails, or promotional statements made by MKES in any literature, except as set forth in the Agreement or by any School to induce me to participate in the Program.
5. I confirm that I, or my parents/guardians if I am under the age of 21, have had sufficient time to read and understand what I am agreeing to in this Release before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

#### **G. Dates**

Our son/daughter will be traveling to Spain from July 29 - August 24, 2016.

We agree to host from July 1-26, 2016.



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## Signature

I, or my parent/guardian, if I am under 21 years of age, have read and understand the “Release and Agreement” and agree to be bound by the terms and conditions contained therein.

Student name: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian name: (printed) \_\_\_\_\_

Parent/Guardian signature: \_\_\_\_\_