

**AVIVARA SAGE PROGRAM - AGREEMENT TO PARTICIPATE &
ASSUMPTION OF RISK AND RELEASE**

(Avivara will require a signed copy of the following document from each program participant [or parent/guardian for participants under the age of 18] upon arrival in Guatemala.)

1. INFORMED, VOLUNTARY DECISION: I (print full name) _____
have made an informed decision to participate in the Avivara Service and Study Abroad Program in Guatemala (*SAGE*). I acknowledge that my participation in this program is voluntary.

2. PROGRAM DESCRIPTION & RESPONSIBILITY FOR PREPARATION: I assume responsibility for my personal preparation for the program and agree to consider fully the preparations and precautions recommended by Avivara and its staff. I attest that I have provided complete and truthful answers in connection with all parts of the registration process. I understand and accept all program details including requirements and costs as described in program materials and in written communications from the Avivara staff. I agree that if I cancel participation after payment of my registration fee, I will not be entitled to a refund.

3. ACKNOWLEDGEMENT OF RISK: I acknowledge that traveling to and residing in a foreign country can involve serious risks such as accidents or illness, disease, poor sanitation, inadequate medical care and facilities, terrorism, accidents, crime, the hazards of travel by air, train, boat, and motor vehicle, natural disasters, and hazards arising from a wide variety of events and circumstances which cannot be enumerated or foreseen.

4. ASSUMPTION OF RISK: I acknowledge the above mentioned risks of travel in a foreign country, and understand that I should consult the United States State Department website page on [travel in Guatemala](#) regarding safety and medical alert information for all areas in which I plan to travel. I hereby personally assume all risks, whether foreseen or unforeseen, arising out of or in connection with my participation in the program, and for any harm, injury or damage that may befall me while traveling or participating in any activities connected with the program as well as travel to and from the program site. I also understand that my personal property is at my risk entirely throughout my participation in the program.

5. ACCEPTANCE OF CONDITIONS: I understand that Guatemala is a developing country and that living/housing conditions there may not meet the standards found in the United States. Therefore, I can expect, at times, disruptions in such basic services such as electricity, water, and telephone. I accept that health and sanitation standards are generally below those found in the United States and will need to use appropriate precautions when purchasing or preparing food. I accept that public transportation in Guatemala does not generally meet the standards found in the United States. I also accept that many of the medical services available in Guatemala may not meet the standards normally found in many U.S. medical facilities.

6. LIMITATION OF CONTROL: I understand that Avivara cannot be responsible for the actions of persons not employed by Avivara, for events that are not part of the program or that are beyond the control of Avivara, or for situations that may arise due to failure of a participant to disclose pertinent information. I understand that Avivara cannot be responsible for additional travel costs or expenses that may result from airline schedule changes, delayed or changed arrival or departure times, flight cancellations, natural disasters, crime, weather, illness, or other unforeseen events. I understand that I am responsible for all costs and expenses associated with my participation in the program, including these unexpected or unforeseen costs.

7. DISCLOSURE TO AND NOTIFICATION OF EMERGENCY CONTACT: I hereby agree and consent that Avivara may, at its discretion, disclose to the person designated as my emergency contact, or other members of my immediate family, any serious incident, event or matter arising out of or relating to my participation in this trip including, but not limited to, voluntary or involuntary withdrawal, serious illness, injury and/or hospitalization, arrest, evacuation or other such matters.

8. TRAVEL INSURANCE: I understand that Avivara highly recommends the purchase of travel insurance for my trip that includes coverage for both emergency and non-emergency medical care, emergency medical evacuation, and other travel services. I acknowledge that I may be required to pay cash (or by credit card) for medical care and to seek reimbursement from the insurance carrier afterward. I have also been advised to obtain travel insurance for my personal belongings.

9. PERSONAL CONDUCT: I understand that my conduct can have an effect on the other program participants, my Guatemalan host family, my Guatemalan instructors, Guatemalan community agencies and other Guatemalan organizations and people that I come in contact with, and agree to conform to standards of conduct consistent with the cultural norms of Guatemala and maintenance of the reputation of Avivara. I will exercise reasonable care for my own safety throughout my participation in the program. I understand that I am also responsible for complying with the terms of participation and emergency procedures of the program and for obeying host country laws while not necessarily enjoying the same privileges as host country nationals. I understand that conduct considered unacceptable to Avivara includes, but is not limited to, excessive use of alcohol, fighting, abusive behaviors toward others, sexual harassment, the carrying of lethal weapons, criminal conduct of any kind, use of illegal drugs, and/or consistent unwillingness to cooperate with Avivara staff or other host country representatives.

10. TERMINATION: I understand that the consequences for non-compliance with the terms of this **Agreement to Participate** or any elements of the program description may be cause for termination from the program, without refund.

11. CHANGES IN PROGRAM: I agree that Avivara and its agents have the right to cancel or change any element of the program as circumstances require, including, but not limited, to the right to change the teaching faculty, the facilities, and any class-related excursions.

12. HEALTH: I verify that I have no health-related conditions or problems that preclude me from participating, or that would be likely to cause serious injury or harm to others. I acknowledge that certain immunizations may be recommended, and that I am responsible for obtaining all necessary immunizations. I accept responsibility for educating and informing myself and discussing with my health care provider any diseases, illnesses, and other health concerns that may result from traveling abroad. I understand that additional information on health matters may be obtained from links on the U.S. State Department webpage on [travel in Guatemala](#) and/or from my local travel medicine clinic.

13. EMERGENCY ASSISTANCE AUTHORIZATION: I agree that Avivara may, but is not obligated to, take any action considered to be warranted under the circumstances regarding my health and safety. I authorize Avivara to take any such action, including, but not limited to, admitting me to a hospital, consenting to the administration of drugs and anesthetics, blood transfusions, and emergency surgery, if I am unable to do so for myself and Avivara is unable to contact my Emergency Contact Person or immediate family. I agree to be fully responsible for any and all expenses, including transportation costs and medical expenses, associated with such actions, and hereby release and discharge Avivara from any liability or responsibility for any injury, damage or expenses that might arise out of or in connection with such actions.

14. AUTHORIZATION TO USE IMAGE, VOICE: I give Avivara permission to reproduce and use for educational or promotional purposes any and all photographs, videos, movies, or sound recordings taken of me during my participation in the program.

15. PRE-PAID EXPENSES: I understand that Avivara may, on my behalf, prepay for some expenses related to my participation in the program. These may include, but are not limited to, deposits or payments for lodgings, ground transportation, guide and/or entrance fees, driver expenses, food, or other amenities. I agree to reimburse Avivara for all such expenses when provided with an accounting by Avivara of all such prepaid expenses.

16. RELEASE OF CLAIMS AND HOLD HARMLESS: I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to RELEASE, DEFEND and HOLD HARMLESS Avivara, their employees, agents, officers, contractors, trustees and representatives (in their official and individual capacities) from any claims or liability for any and all damages, losses, expense

(including attorneys fees), injuries (including death) I sustain to my person or property, that arise out of, occur during, or are in any way connected with or related to my participation in the program, any related or independent travel, and any activities, excursions, events or field trips in which I participate during the program, irrespective of whether or not they are sponsored, supervised or controlled by Avivara in any manner.

I have carefully read and understand the foregoing document, and I voluntarily sign this Agreement to Participate & Assumption of Risk and Release. No representation, statements or inducements, oral or written apart from the foregoing statement have been made. I am at least 18 years of age and legally competent to sign this document.

Participant Signature: _____

Date _____

Parent/Guardian Signature: _____

(Required if participant is under 18 years of age.)

Date: _____