

Agreement and Release

I, [REDACTED] (the **Individual**) (along with, if I am under the age of 21, my [CHECK ✓ ONE] (parent[s]) (guardian[s])) hereby authorize my participation in or accompaniment on a program in Greece (the **Program**) that is administered by [insert Name of Institution] (the **Institution**), that will take place, in whole or in part, in the Facilities (defined below) of College Year in Athens, Inc. and its related entities (collectively, **CYAthens**) and that may receive supporting and/or other services from CYAthens (collectively, the **Services**). As used herein, the term **Facilities** collectively means facilities owned or under the control of CYAthens, including, if applicable, housing accommodations. Statements below regarding participation in, and behavior while in the Program refer to that of the Individual for whom the undersigned parent(s) or guardian(s) is/are accepting full responsibility. I have read, understand, and agree to the following terms and conditions of the Program:

A. Provision and Use of Facilities; Behavior During the Program

1. CYAthens reserves the right to make, and shall have no liability in connection with, changes in the Facilities, including without limitation, if applicable, changes or substitutions with respect to housing accommodations.
2. I will take good care of the Facilities, keep every part thereof neat and clean, and maintain the same in as good order, condition, and repair as they were prior to my use. I will not make any changes or alterations to the Facilities, commit or allow to be committed any waste or nuisance in or about the Facilities, or subject the Facilities to any use that would damage the same.
3. At the end of the Program or as otherwise directed in writing by CYAthens, I will: (i) promptly give up and surrender the Facilities in the same order, condition, and repair as they were at the beginning of the Program, excepting reasonable wear and tear; and (ii) remove any of my goods, effects, furnishing, and equipment.
4. I understand and acknowledge that the use, possession, sale, purchase or dissemination of drugs is illegal in Greece and that if the I am involved with drugs I may become subject to prosecution and possible imprisonment, fines and/or deportation. Furthermore, because the eastern Mediterranean countries have guilt-by-association laws, if I am involved with drugs, either in Greece or elsewhere, I endanger not only myself but the entire group. I will not use illegal drugs and may be immediately and permanently removed from the Facilities for doing so.
5. I will comply with all applicable laws including without limitation all immigration laws and visa requirements (“**Applicable Laws**”) and with all rules, regulations, and policies of the Facilities and CYAthens, as may be adopted from time to time in the sole discretion of CYAthens, including without limitation the CYAthens Housing Regulations that appear on the next page (collectively, the “**Rules**”). In addition, I will not abuse or misuse alcohol, including consuming excessive amounts. If I consume alcohol, I will do so only in strict compliance with Applicable Laws and the Rules. I will not make any alcohol available to any person who is not permitted to consume alcohol under Applicable Laws and the Rules or who is visibly intoxicated.
6. I understand and acknowledge that there may be other activities in the Facilities that do not involve me or the Program. I agree that I will not interfere with any such other activities.
7. CYAthens reserves the right to access all parts of the Facilities for any reasonable purpose. CYAthens may temporarily and/or permanently remove me from the Facilities and/or terminate Services if my behavior is deemed unacceptable by CYAthens in its sole discretion.

B. Insurance; Visa; Medical

1. It is my responsibility to ensure that I have adequate health care insurance coverage, accident insurance coverage, and personal property insurance coverage for the entire duration of the Program. CYAthens shall have no responsibility for obtaining, assisting in obtaining, or confirming the existence of any of the foregoing. I understand that CYAthens has no responsibility whatsoever for my personal possessions and/or lost or stolen property.
2. I understand that CYAthens shall have no responsibility or liability for any medical treatment for me or lack thereof, for any transportation to any medical facility, or for any of my medical expenses.
3. I understand, acknowledge and agree that it is entirely my responsibility to apply for and obtain any necessary visa and that CYAthens shall have no responsibility therefor.

C. Limits on Warranty; Third-Party Activities

The Facilities and Services provided by CYAthens are provided AS IS, without representation or warranty by CYAthens. For clarification, but not limitation (i) CYAthens shall not be liable for any negligent acts or omissions or intentional misconduct of third-party vendors with which CYAthens makes arrangements in connection with the Services; (ii) CYAthens shall have no obligation to me except as expressly provided in a written agreement between CYAthens and Institution; (iii) no information, facilitation or organization provided by CYAthens for social or other activities led or provided by third parties, including without limitation travel,

sports activities, water-related activities (including those involving boating, watercraft, and sailing), or other optional travel or activities (collectively, **Third-Party Activities**), shall in any way represent an endorsement by CYAthens of those activities and (iv) CYAthens does not regulate, sponsor, supervise, recommend, warranty, or make any statement concerning the safety of Third-Party Activities and has no responsibility or liability with respect to Third-Party Activities.

D. Assumption of Risk

I understand that international travel and living may involve risks beyond those associated with my home campus or home country, including **but not limited to** those associated with different forms of government and legal rights, unfamiliar healthcare systems, strikes, civil unrest, terrorism, military action, criminal activity and violence, flood, earthquake, or other severe weather conditions, public health risks, pandemics, epidemics, quarantines, and/or other health emergencies, governmental actions or omissions, industrial or commercial accidents, motor vehicle accidents, food safety risks, allergic reactions, insect-borne or water-borne illness and any other possibly dangerous conditions beyond the control of CYAthens. I have read and understand the U.S. Department of State information and advisories posted at <https://travel.state.gov/content/travel.html>, as well as the Center for Disease Control and Prevention's health information and advisories posted at <https://wwwnc.cdc.gov/travel>, regarding travel to, in and around Greece, as well as any other location I plan to visit. I understand the foregoing risks and assume the entire responsibility for any consequences that may arise from such risks.

E. Publicity

CYAthens benefits greatly from the promotion of the Program using photographs, video, audio, and other materials of and from participants and visitors to its Programs. I hereby grant CYAthens and the Releasees (as defined below) an irrevocable, worldwide, royalty-free right to take and/or use appropriately obtained photographs or other portraits or likenesses of me (with or without my name or biographical information) (the **Publicity**) during or after the Program in any format or medium including but not limited to video or audio recordings, and to use, reproduce, modify, distribute, and publicly exhibit the Publicity, in whole or in part, for promotional purposes in furtherance of CYAthens' educational mission.

F. Release and Indemnification by Individual

I, on behalf of myself, my spouse, children, heirs, successors, assigns, and personal representatives, hereby release CYAthens, its affiliates, directors, officers, trustees, advisors, faculty, agents, contractors, employees, and persons acting at CYAthens' direction or on CYAthens' behalf, including, but not limited to CYAthens' local in-country partner organizations (collectively, the **Releasees**) from any and all claim(s) (the **Released Claims**) that may arise from injury or harm to me or from damage to my property, whether caused by the negligence of the Releasees or otherwise, which I could or might assert in connection with my use or occupancy of the Facilities and/or receipt of the Services and/or participation in or accompaniment on the Program and/or any activity related in any way whatsoever to the Program, the Facilities, and/or the Services, including without limitation any Third-Party Activities or the Publicity (each as defined above), except claim(s) finally adjudicated to be directly and specifically attributable to the gross negligence or intentional misconduct of the Releasees. ***In other words, I agree that I cannot sue or recover anything from the Releasees if anything happens to me or my property in connection with my use or occupancy of the Facilities and/or receipt of the Services and/or participation in or accompaniment on the Program and/or any activity related in any way whatsoever to the Program, the Facilities, the Services, Third-Party Activities, and/or the Publicity, except to the extent finally adjudicated to be directly and specifically attributable to the gross negligence or intentional misconduct of the Releasees.***

I hereby acknowledge and agree that I am solely responsible for any and all damages or optional or incidental expenses I may incur and owe to third-parties, including but not limited to hotels, transportation providers, museums or cultural or historical sites. I hereby agree to indemnify and hold harmless the Releasees from any and all damages or optional expenses I may incur and owe to third-parties.

I agree that I am responsible if my acts or omissions, or breach of this Agreement and Release, cause or threaten to cause injury, loss, or damage of any kind to others, and I hereby agree to indemnify and hold harmless the Releasees from any and all claims and damages that may arise as a result of my acts or omissions.

G. Release and Indemnification by Parents/Guardians

If I am the parent or guardian of the Individual, I, on behalf of myself, the Individual, and my spouse, children, heirs, successors, assigns and personal representatives, hereby release the Releasees from the Released Claims that may arise from injury or harm to the Individual or from damage to the Individual's property, whether caused by the negligence of the Releasees or otherwise, which I could or might assert in connection with Individual's use or occupancy of the Facilities, receipt of the Services, and/or participation in the Program or any Third-Party Activities or Publicity (each as defined above), except claim(s) finally adjudicated to be directly and specifically attributable to the gross negligence or intentional misconduct of the Releasees. ***In other words, I agree that I cannot sue or recover anything from the Releasees if anything happens to the Individual or their property in connection with their use or occupancy of the Facilities, receipt of the Services and/or participation in or accompaniment on the Program and/or any activity related in any way whatsoever to the Program, the Facilities, the Services, Third Party Activities, and/or the Publicity, except to the***

extent finally adjudicated to be directly and specifically attributable to the gross negligence or intentional misconduct of the Releasees.

I agree that I am responsible if the Individual’s acts or omissions, or breach of this Agreement and Release, cause or threaten to cause injury, loss, or damage of any kind to others, and I hereby agree to indemnify and hold harmless the Releasees from any and all claims and damages that may arise as a result of Individual’s acts or omissions or breach of this Agreement and Release.

H. Governing Law

This Agreement and Release shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA without regard to its choice of law provisions. Any action or proceeding arising out of or related to this Agreement and Release shall be brought only in the state or federal courts in Boston, Massachusetts. In the event that any provision in this Agreement and Release is held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall be given full force and effect.

I. Required Signatures

All Individuals who are **12 or older** must sign this Agreement and Release; the signatures of authorized parent(s)/guardian(s) are required for Individuals who, at the time of signing, are under the age of 21; for Individuals who are **at least 12 but less than 18** at the time of signing, the signatures of such parent(s)/guardian(s) must be notarized. Individuals who are **21 or older** at the time of signing are signing on their own behalf and need not provide parental authorization. For Individuals **under the age of 12**, the signature of authorized parent(s)/guardian(s) is sufficient.

I have had enough time to ask questions about anything in this Agreement and Release that I did not understand and to seek advice from an attorney if it was necessary to understand it or if I desired it for other reasons. I now have read, understood and agree to this Agreement and Release.

THIS IS A RELEASE OF LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

(Signature of Individual) (Date)

(Signature of Parent/Guardian With Legal Authority to Execute this Agreement and Release) (Date)

(Signature of Parent/Guardian With Legal Authority to Execute this Agreement and Release) (Date)

CYAthens Housing Regulations

Occupants of CYA apartments must adhere to the following regulations:

1. Noise must be kept to a minimum at all times and especially between the hours of 2:00-6:00 p.m. and after 11:00 p.m. Excessive noise that draws complaints from the neighbors or the attention of the police is prohibited and, to the extent applicable, will be treated as a disciplinary matter.
2. Overnight guests are not permitted.
3. No animals or pets are allowed into the apartment.
4. Use of the roof terrace is strictly forbidden.
5. Cooking on a barbeque grill is not allowed inside the apartment or on the balcony.
6. No furniture is to be removed from the apartment.
7. When lodging at a hotel, the occupant must adhere to the rules and regulations of such hotel in addition to those listed above.

Guests who violate any of the above regulations run the risk of being removed from CYA housing.

Guests removed from CYA housing are not entitled to a refund or credit for fees paid.

Guests shall reside in the premises only as temporary residents and shall not engage in any commercial, illegal, dangerous, or other activity that could embarrass CYA or cause CYA to receive complaints from neighbors. The premises shall not be occupied or left in the care of anyone not listed as a guest.

KEEP THE SIGNED DOCUMENT FOR YOUR RECORDS AND RETURN AN ELECTRONIC COPY TO INSTITUTION.

If you are under 18, the signatures of all parent(s)/guardian(s) must be notarized below, and the ORIGINAL be returned to Institution.

FOR INDIVIDUALS WHO ARE *AT LEAST 12 BUT LESS THAN 18*, THE PARENT/GUARDIAN SIGNATURE(S) ABOVE MUST BE NOTARIZED

On this ___ day of _____, 20___, before me, the undersigned notary public, personally appeared _____

_____ (name(s) of document signer(s)), proved to me through satisfactory evidence of identification, which were _____, to be the person(s) whose name(s) is/are signed on the preceding document in my presence.

Notary Public

My Commission Expires _____

(NOTARY SEAL)