



C/ Jesús de la Vera Cruz 19
41002 Sevilla
955 22 52 57
www.yesinspain.com

**YES IN SPAIN-SUMMER 2016
PARTICIPATION AGREEMENT
DUE DATE: May 1, 2016**

Participant Name (*please print*): _____
(Last) (First)

Passport Number _____

This form pertains to the YES: Summer in Spain 2016 (hereinafter "The Program"), and constitutes part of an agreement between the student's home school or their representative parties, the student participating in the Program, and the parents or legal guardians of any student who is not self-supporting.* The student's participation in the Program is contingent on the completion and timely submission of this form to the YES staff. **Failure to complete and return this form by the required deadline will result in the student's dismissal from the Program.**

The undersigned agree(s) as follows:

To waive and release _____ (participant's home school), its employees and agents (hereinafter "HS"), the Program administrators, and YES Consultoría Internacional and its employees and agents (hereinafter "foreign host school") from any claim arising while participating in the Program, whether for injury, loss, damage or expense resulting from accident, war, natural disaster, sickness, quarantine, terrorism, or government restrictions and regulations, provided that such claim is not due to the negligence of the released party.

To indemnify HS, the Program administrators, the foreign host school, the student's local school, and all of their employees and agents from any financial obligations or liabilities the student may personally incur while participating in the Program, including attorney's fees and court costs resulting from the student's acts, errors or omissions.

In a medical or other emergency, to grant HS, the Program administrators, the foreign host school, and the student's local school, and all of their employees and agents full authority to seek such medical treatment or other remedy as is deemed necessary during the student's Program participation; and to release HS, the Program administrators, the foreign host school, the student's local school, and all of their employees and agents from liability for any actions taken or not taken, and to make immediate repayment at the conclusion of the Program for any special expense incurred or advanced for any actions taken.

To conform during student's participation in the Program to all reasonable standards of conduct, including those stipulated in the Code of Conduct and Accommodation Obligations, as promulgated by HS, the Program administrators, the foreign host school, and all of their employees or agents to ensure the best interest, harmony, comfort, and welfare of the Program group and the individuals in that group; and to accept termination of participation in the Program with no refund of fees and personal responsibility for transportation costs home if the student fails to maintain any of those standards.

To accept total responsibility for the student's activities during periods of independent travel and during absence from supervised Program activities.

To accept changes in programs itineraries if the Program administrators or HS representatives find such changes to be required by subsequent events.

_____ (Student initials) _____ (Guardian initials)



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To obtain clearance to participate in the Program from a licensed medical doctor, and to provide proof of this clearance in the form of a Statement of Health to HS and the foreign host school.

To clarify issues arising from the interpretation nor execution of agreements under the jurisdiction of the courts of Seville, Spain.

To permit HS, Program administrators, the foreign host school, and the student's home school, and all of their employees and agents, to provide, as they deem appropriate, information about the student the student's parents or legal guardians.

_____ (Student initials) _____(Guardian initials)

CANCELLATION POLICY

International travel arrangements for a group require advance planning and program commitments based on the number of registered participants. Deposits and full payments for many costs such as accommodations, group activities, and classes take place several months prior to departure. Non-recoverable monies must be committed even prior to the deadlines of student payments.

In the event of withdrawal from the course and trip, you will be liable for certain costs and payments. Please read the following Cancellation Policy carefully before committing to the program.

In the event that a student cannot fulfill contract to participate in program after payments have been made, any refunds will be determined by two main factors: whether the student can provide a *substitute* and the reason for not participating.

A substitute is another student who will go on the trip in place of the student who cannot or does not wish to go. Refunds under “substitute” conditions will only be given if the substitute actually follows through with the program commitment and assumes all applicable program fees. In the event that a student cannot fulfill contract due to a medical emergency, validated by a physician, partial refunds will be given according to when the cancellation takes place.

Refunds

No validated emergency

- *With substitute*: Reimbursement on all paid program payments except initial application deposit*
- *No substitute*: No reimbursement

Validated emergency (only recognized under **extreme** medical emergency circumstances)

- *With substitute*: 100% reimbursement on program payments*
- *No substitute*:
 - 30 days or more before departure: 80% refund on program payments
 - Between 15 and 30 days before departure: 65% refund on program payments
 - 15 days or less before departure: 50% refund on program payments

*All reimbursements refer to program payments, which are separate from flight costs. Flights are purchased through partner travel agency. Refunds cannot be guaranteed for flight costs, as conditions will vary depending on the specific carrier chosen.

**All reimbursements will be made through direct bank transfer. Participants must provide their bank account number for the refund to be made through bank transfer.

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CODE OF CONDUCT

All YES Group Study participants must obey the following rules and guidelines. All students are expected to observe home school rules during the study abroad experience. They are expected to follow all instructions given by YES staff, chaperones, and host family parents. Students who choose not to comply with these guidelines will first receive a warning from YES staff. If behavior is repeated, the participant's parents(s) will be contacted. In the case of a serious violation, parents will be contacted upon the first offense. If the student continues to violate rules, they will be dismissed from the program and sent home at their parents' expense and will not be entitled to a refund.

General

Participants must be courteous and respectful guests at all times on the trip.

Students must obey all local laws.

Students are not permitted to smoke or drink alcohol at any time during the program. Any violation of this rule will be considered a serious offense.

Classes and scheduled events

Students must attend scheduled classes and take part in scheduled excursions and cultural activities as part of the immersion program.

The student is expected to arrive punctually to all scheduled classes and events.

In the case that a student is ill and cannot attend a class or event, the program director must be advised in advance.

If a student falls ill during a class or event, he/she will require permission from YES staff to leave early.

Some activities and events will be optional.

Homestays

Participants are to be conservative with their use of utilities (water, gas, electricity). Utilities in Spain are rather expensive, and Spaniards are very mindful about their usage. Never leave electrical devices on/plugged in when they are not in use, and be sure to turn off lights when exiting a room. Be very conservative with water usage, as Spain many times suffers droughts in the summer. Take quick showers and turn off water when not in use.

Students are expected to keep their rooms tidy and clean at all times.

Participants must respect established program curfew. Exceptions may be made for organized events and activities overseen by YES staff and special occasions where the participant is accompanied by a host parent or chaperon.

Participants are expected to be at home by the appointed curfew time and must abide by other house rules. Students must advise their host family of their whereabouts and when they will be home, every day.

Guests will not be allowed in the host family residence without prior permission from both the program director and the host parents.

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Participants are not permitted to use the phone in their homestay to make long distance calls. Students may call home using an internet program or from public phones. Students may *receive* phone calls in the homestay at appointed times.

If the host family allows access to shared (non-WIFI) internet, participants must be mindful of their usage.

_____ (Student initials) _____(Guardian initials)



TO THE STUDENT:

In order to participate in this program, you are required to read and agree to the conditions outlined in the *Code of Conduct* and *Participation Agreement*, and to affirm your acceptance of those conditions by signing under the italicized statement immediately below. We urge you to share all the information you receive with your parent(s) or guardian(s). The parent(s) or guardian signature section is on the next page.

I have read the foregoing Program Participation Agreement and agree to the conditions outlined above.

Signature of participant: _____

Date: _____

If you are not a legal adult,* you are required to have a parent or legal guardian(s) sign where asked to on next page.

If you are a legal adult,* so that only one person will respond on the next page, you must indicate and affirm which is the case by completing and signing the italicized statement immediately following:

I certify, as applicable, that I do not have (circle one) a parent or guardian upon whom I am dependent. (+18 yrs)

Signature of participant: _____

Date: _____

TO THE LEGAL GUARDIAN(S) OF PARTICIPATING STUDENT:

Please endorse the italicized statements immediately following.

I certify that I am one of the responsible parent(s) or legal guardian(s) of the above participant, that I have read the foregoing Program Participation Agreement and Cancellation Policy, and agree to the conditions outlined above. I also understand that it is my responsibility to read and carefully consider all materials prepared and provided by the HS and foreign host school and to inform myself about the conditions of participation in the program.

Signature of parent/ legal guardian: _____

Printed name of parent/ legal guardian: _____

Date: _____

_____ (Student initials) _____ (Guardian initials)



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“PERMISSION TO PUBLISH” CONSENT

For the use of photographs of and/or submitted by YES Program Participants for marketing purposes

Full name of participant: _____

Program: _____

YES would like to use photographs submitted by you and/or images of you for marketing purposes. These images may appear on our web page, in brochures, presentations, and other marketing materials.

In compliance with the Data Protection Act of 1998, we need your permission to use photographs of you. Please answer the question below, then sign and date the form where shown. We will not use the images taken, or any other information you provide, for any other purpose.

Please circle your answer below

May we use your image in our marketing materials* to promote YES programs?

*Marketing materials may include the YES website, presentations, brochures, and other marketing communications.

YES / NO

Please confirm that you have read and understood the conditions of this form:

I confirm that I understand publication of my picture in YES marketing materials will mean that my picture will be viewable by YES staff, school administrators, teachers, and potential program participants. Equally, I understand that if my picture and details are placed on the YES website that potentially this will be accessible by anyone in the world with internet access.

Your Signature _____

Date _____

Legal Guardian _____

Date _____

_____ (Student initials) _____ (Guardian initials)