

Bahia Street Study Trip

PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY

I. ASSUMPTION OF RISK. I am voluntarily traveling to Salvador, Bahia, Brazil and participating in an educational program offered by Bahia Street as the Society, Equality, & Change study trip. I am aware that my participation in the Society, Equality, & Change study trip, including travel within Brazil, touring and attending classes at Bahia Street's facilities, and all other related activities, are potentially hazardous and involve numerous risks of injury. I freely **ASSUME THOSE RISKS** in consideration of my participation in Society, Equality, & Change, including the risk of any claim based on the actual or alleged **NEGLIGENCE** of anyone associated in any way with Bahia Street.

II. FULL RELEASE. In consideration of being allowed to participate in Society, Equality, & Change, I hereby **RELEASE** Bahia Street, its officers, employees and agents, and any other people officially connected with Bahia Street or Society, Equality, & Change in any capacity, from any and all liability for sickness, injury or death from whatever source, damage to or loss of money or property, legal entanglements or imprisonment that might occur while participating in the Society, Equality, & Change study trip.

III. INDEMNIFICATION AND HOLD HARMLESS. I hereby **AGREE TO DEFEND, INDEMNIFY** and **HOLD HARMLESS** Bahia Street from any and all claims arising from my participation in Society, Equality, & Change, brought by me or on my behalf or from third parties injured by me, and hold Bahia Street, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property, including but not limited to, attorney's fees and costs.

IV. PAYMENT AND CANCELLATION. I am aware that Bahia Street will incur costs to organize the Society, Equality, & Change study trip. If I am accepted for participation in the Society, Equality, & Change study trip, I understand and agree to pay the participation fee to be charged by the specified deadline and accept Bahia Street's trip cancellation and refund policy.

V. MEDICAL AUTHORIZATION AND INSURANCE. I hereby state that I am in sufficient physical condition to undertake the rigorous level of physical activity associated with international travel and the Society, Equality, & Change schedule of activities. I **AUTHORIZE** anyone working with Bahia Street and Society, Equality, & Change to call for such medical care for me or to transport me to the appropriate clinic or hospital if, in the opinion of anyone working with Bahia Street and Society, Equality, & Change, medical attention is needed for me. I **AGREE TO PAY** all costs associated with such medical care and related and **INDEMNIFY** and hold Bahia Street, its representatives, agents, affiliates, directors, servants and employees **HARMLESS** from any costs incurred therein, or any claims arising therefrom. I hereby agree to maintain adequate insurance for any medical injury or condition that I may suffer as a result of my participation in Society, Equality, & Change and related activities. I agree to provide Bahia Street with proof of **MEDICAL INSURANCE** prior to departure and understand that my ability to participate in the Society, Equality, & Change study trip is conditioned upon providing such proof by a specified deadline.

VI. PRIVACY WAIVER AND DISCLOSURE. I hereby authorize Bahia Street to check my personal references and otherwise conduct a **BACKGROUND INVESTIGATION** as may be deemed necessary to determine my eligibility for participation in Society, Equality, & Change. *I hereby state that I have never been convicted of any criminal offense in any jurisdiction and have no criminal charges pending against me.*

VII. PERSONAL CONDUCT AND RESPONSIBILITY. I understand that Society, Equality, & Change will necessarily involve personal and group interaction, travel and lodging in a foreign country that will be unfamiliar and potentially less comfortable than what is customary for me. I agree

to be courteous, patient and understanding to other persons I encounter during Society, Equality, & Change. I understand that I will be expected to obey all **RULES OF CONDUCT** established for the benefit and protection of everyone associated with Bahia Street and Society, Equality, & Change. I also understand that I am solely responsible for fulfilling all visa and other entry requirements for travel to Brazil in advance of my departure date.

VIII. JURISDICTION AND DISPUTE RESOLUTION. In consideration of Bahia Street making the Society, Equality, & Change study trip available to me as an educational trip of perspective, I **CONTRACTUALLY AGREE** that any and all disputes between myself and Bahia Street arising from my participation in Society, Equality, & Change, including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON**. The **EXCLUSIVE JURISDICTION** thereof will be **BINDING ARBITRATION** under the Revised Code of Washington Chapter 7.04 and the Commercial Arbitration Rules of the American Arbitration Association or Washington Arbitration & Mediation Service or any other arbitrator by mutual agreement of the parties. The prevailing party shall be entitled to reimbursement of all dispute-related costs, including attorney fees and arbitration expenses.

IX. ACKNOWLEDGEMENT. I have read the foregoing **PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY** and understand its contents, including the jurisdictional agreement. I **ACKNOWLEDGE** and understand this to be a **FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**, that it includes any and all claims by me or anyone else on my behalf for any reason, **INCLUDING NEGLIGENCE**, and that I am contractually agreeing to these terms **FREELY, FULLY AND WITHOUT RESERVATION** in exchange for the right to participate in the Society, Equality, & Change study trip of Bahia Street. If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

Print Name: _____ Date _____

Address: _____ DOB ____ - ____ - ____

City: _____ State: _____ Zip: _____ Phone (____) _____

Cell Phone (____) _____ E-mail Address: _____

IF TRIP PARTICIPANT IS OVER 21 YEARS OLD: I AM OVER 21 YEARS OLD AND AWARE THAT THIS IS A RELEASE AND LEGALLY BINDING CONTRACT.

(Signature of Trip Participant)

IF TRIP PARTICIPANT IS UNDER 21 YEARS OLD: I AM THE PARENT OR LEGAL GUARDIAN OF THE TRIP PARTICIPANT LISTED ABOVE. I HAVE THE LEGAL RIGHT TO SIGN THIS RELEASE AND LEGALLY BINDING CONTRACT ON BEHALF OF THE NAMED INDIVIDUAL.

(Signature of Parent or Legal Guardian of Trip Participant)

(Authorized Signature for Bahia Street) _____ Date