

# Participation Agreement

Please print or type all information:

**Participant Name:** \_\_\_\_\_

**Program (check the box):**

**Delegations:**

Tucson/Northern Mexico \_\_\_\_\_

Chiapas \_\_\_\_\_

Other \_\_\_\_\_

**DukeEngage Program** \_\_\_\_\_

**Community Workshops** \_\_\_\_\_

**Other Programs** \_\_\_\_\_

I have agreed to participate in the program described above (“Program”), and I understand that my participation in this Program is voluntary.

## General Release and Assumption of Liability

1. The Program may entail activities, both on and off BorderLinks’ premises, including but not limited to traveling in the border regions and other regions of the United States and Mexico (“Program Countries”), physical activities in cities and in the desert such as biking/walking/hiking, use of local transportation, general recreation, cooking, and gardening, all of which entail risk of injury. I release BorderLinks and its agents and employees from all responsibility and liability for any injuries (including death), illness, claims, damages, charges, bills or expenses I may incur while I am participating in the Program. I further assume full responsibility and liability for any injuries (including death), illness, claims, damages, charges, bills or expenses I may incur while I am participating in the Program.

## Personal health considerations

2. I certify that I have or will obtain a policy of comprehensive medical and accident insurance (“Policy”) for the period that I am participating in the Program. The Policy will provide coverage for injuries and illnesses I may sustain or experience in Program Countries through which I will travel while participating in the Program. I certify that my Policy will adequately cover me while both inside and outside the United States and includes coverage for emergency evacuation and repatriation.
3. I am aware of all applicable personal medical needs and, at least 30 days prior to departure, I will report in writing to BorderLinks any physical or mental condition that may affect my participation in any BorderLinks-organized Program.

4. I have arranged, through insurance or otherwise, to pay for all of my medical expenses during my participation in this Program. I agree to pay all expenses for any immunization, services, etc. required by the Program Countries in which I will be resident or through which I will travel as part of this Program.
5. I understand that any medical requirements and or/restrictions placed on my participation in my Program (including disabled persons' access to facilities or availability of special accommodations for visually-impaired or deaf persons) are determined by the laws of the country in which the Program is held. I acknowledge that, with the exception of BorderLinks-organized Programs, BorderLinks is not responsible for securing or supporting any accommodations necessary for my participation in the Program I have chosen.
6. For Programs it organizes, I understand that BorderLinks reserves the right to change the Program itinerary, at any time and for any reason, with or without notice, and neither BorderLinks nor its co-organizers will be liable for any loss to me by reason of any cancellation or change. BorderLinks may substitute hotels, accommodations or housing at any time. Specific room and housing assignments are within the sole discretion of BorderLinks and its co-organizers. For all other Programs, BorderLinks is not responsible for securing or supporting housing necessary for my participation in the Program I have chosen.

### **General travel advisory**

7. I understand that BorderLinks assumes no responsibility or liability for any losses that I may incur arising from: any delays; delayed or changed departure or arrival times; fare changes; dishonors of hotel, airline or vehicle rental reservations; missed carrier connections; sickness, disease, or injuries (including death); losses or damages arising from weather; strikes; acts of nature; circumstances beyond the control of BorderLinks; *force majeure*; war; quarantine; civil unrest; public health risks; criminal activity; terrorism; accident; damage to property; bankruptcies of airlines or accommodations, restaurants, transportation, or other service or for any substitution of hotels or of common carriers beyond BorderLinks' control, with or without notice, or for any additional expense occasioned by any of these events. If due to weather, flight schedules, or other uncontrollable factors I am required to spend additional nights away from home or my intended destination, I assume full responsibility and liability for my hotel, transfers, meal costs, or other expenses; BorderLinks will not be responsible for these. My baggage and personal property are transported entirely at my risk, and BorderLinks is not responsible for loss of or damage to my baggage and/or personal property while in transit, in residence, or in storage for the duration of my chosen Program. I assume full responsibility and liability for any losses that I may incur arising from such events.
8. I am aware of and understand the risks and dangers of travel to, in, and around the Program countries, including but not limited to the dangers to my own health and personal safety posed by the use of public transportation and by civil unrest, political

instability, terrorism, crime, violence, and disease. I will examine and periodically review the U.S. Consular information < <http://www.state.gov/> > and the Centers for Disease Control information < <http://www.cdc.gov/travel/> > websites for information and updates regarding travel to, in and around the Program countries so that I can make an informed decision regarding the risks of travel to these countries prior to my departure. By my participation in the Program I have chosen, I assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel. BorderLinks reserves the right, in its sole discretion, to cancel any Program it organizes or withdraw its support of my participation in the Program or any aspect of it prior to departure or after departure, requiring that I return to the United States, if BorderLinks determines or believes that I or any person is or will be in danger if I continue in the Program or any aspect of it.

### **Responsibility for behavior**

9. I understand that each country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug and alcohol use, and behavior. I recognize that behavior that violates those laws or standards can harm the relationship between the host country and the United States; the reputation of BorderLinks, Program sponsors or co-sponsors; and my own health and safety. I will become informed of, and abide by, all such laws and standards for each country to or through which I will travel during the Program or using BorderLinks funds by reviewing the relevant travel guides and by consulting available U.S. government resources < [www.state.gov](http://www.state.gov/) >. I assume full responsibility and liability for any consequences of violations thereof. I also understand that BorderLinks is not responsible for providing any assistance, legal or otherwise, in dealing with the laws or standards of foreign countries.
10. BorderLinks reserves the right to decline to accept or retain me in any BorderLinks-organized Program at any time if my actions or general behavior impede the operation of the Program or the rights or welfare of any person. In such an event, no refund will be made for any unused portion of the Program.
11. At my own expense, I shall defend, indemnify and hold BorderLinks harmless (including BorderLinks' directors, officers, employees and agents) from and against any and all loss, liability, claims, suits, actions, proceedings, judgments, awards, damages and expenses (including attorney's fees) that they, or any of them may incur or suffer by reason of my participation in the Program, except to the extent that such loss, liability, claims, suits, actions, proceedings, judgments, awards, damages and expenses result from the negligence or other fault or liability of BorderLinks.

### **Withdrawing from or declining participation in Program**

12. In the event that I should decide to cancel my participation in or am forced to withdraw from my chosen Program for any reason, I am still responsible for all Program costs not refunded to BorderLinks. I will pay such expenses and will hold BorderLinks harmless

from any obligations irrespective of the date of or reason for my cancellation or withdrawal.

13. I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this agreement. I further state that I am of legal age to accept these responsibilities or, if I am not of legal age, have obtained the signature of my parent(s) or legal guardian(s), who by his/her/their signature(s) agree to be legally responsible for the obligations described in this agreement and agree to be bound by its terms.

**Photo Release**

14. I hereby consent to the unrestricted use in any form of any photographs, film, videotapes, other visual or auditory recordings, in any medium, including the Internet, of me and/or my child that BorderLinks creates in connection with my and/or my child's participation in its Programs. Similarly, I consent to the unrestricted use in any form of any trip summaries, reviews, comments or descriptions written by me or my child regarding my or my child's personal experiences while participating in BorderLinks programs. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product. In granting this permission to BorderLinks and its legal representatives, I am fully and without limitation releasing it from any liability that may arise from the use of the images.

Dated: \_\_\_\_\_

Participant's signature: \_\_\_\_\_

Signature of parent or legal guardian: \_\_\_\_\_  
(if student is a legal minor)

Parent/guardian(s) name(s): \_\_\_\_\_  
(printed)

10/25/2017