

AGREEMENT

- Applying for Your Program**—Complete the application on the reverse and sign at the bottom of this page. A deposit of \$300 must accompany your application. Mark on the check the participant's name, the selected program, the sponsoring Institution and the program reference number. Payment in full is due 70 days prior to departure.
- Payment Deadlines**—You are responsible for making payments by the appropriate deadlines. To avoid a late fee, payments must be received on or before the 70 day deadline date. If the deadline date falls on a non-business day, payments must be made before the deadline date.
- Late Fees**—A late fee of \$100 will be applied to all applications received within 70 days of departure and to all accounts with an outstanding balance 70 days prior to departure. Applications received within 70 days of departure must be accompanied by full payment and will be accepted subject to availability, and any increased costs for services resulting from late enrollment will apply. If you have an outstanding balance 45 days prior to departure, your applications will be cancelled and you will receive a refund according to Section 5 below. If you wish to be reinstated, subject to availability, a fee of \$175 will be applied in addition to any additional air and land costs.
- Financial Aid**—If you are applying for financial aid to pay for your program, you must inform CAPA on this Application/Release form. On receipt of your application form, which must be accompanied by a minimum deposit of \$300, CAPA will mail you a Financial Aid Package which will give full details of payment schedules and other necessary information. If the financial aid amounts and disbursement dates are satisfactory to CAPA, your application will be processed.
- Cancellation and Refund Policy**—Cancellations can only be accepted in writing, or by signed fax, and cannot be accepted by email or telephone. The effective cancellation date is the postmark on the notification or the date of receipt of a signed fax. If you have

- received an airline ticket, you must return it to CAPA (certified mail, return receipt) in order to receive any refund due. Refunds are calculated according to the following schedule and are mailed within 45 days of receipt of the written cancellation. If a program is cancelled by CAPA or the Institution due to insufficient enrollment more than 70 days prior to departure, applicants will receive a full refund. If the program is cancelled within 70 days of departure, refunds will be subject to the CAPA cancellation and refund policy.
- Returned Checks**—A \$50 processing fee will be charged for any check returned to CAPA. If your check is returned and your replacement check is not received by your deadline, you will incur any applicable late fees. Checks will not be re-deposited to the bank.
 - Insurance**—All participants on CAPA programs are provided with standard insurance and additional insurance is available for purchase. CAPA will provide details of all insurance policies before the start of the program.
 - Flights**—The airlines are not responsible for any act, omission, or event during the time that you are not on board their aircraft. CAPA cannot guarantee non-stop flights or service on any particular carrier.
 - Special Flight Requests**—Participants requesting an alternate gateway or requesting to return on a different date from the rest of the group must request these arrangements on the forms provided by CAPA no fewer than 70 days prior to departure. Additional charges apply and services are subject to availability.
 - Flight Information and Tickets**—Airline tickets will be sent approximately one week prior to departure to participants who have paid in full. CAPA sends all airline tickets and program information to the Institution.
 - Changes in the Program**—CAPA reserves the right to make the following changes which will not constitute grounds for a full refund: a) Changes in itinerary, including departure date, and changes to the order of events in the program; b) A change in air routing or airline carriers; c) Omissions of sights or services described in the itinerary due to scheduled closures, holidays or strikes. Where possible, suitable alternatives will be provided; d) A change in program fees unless full payment is received 90 days prior to departure.
 - Additional Charges**—US airport security/custom hall fees, ticket handling fees, fuel surcharges (if any), and departure taxes of approximately \$139 are subject to change and are not included in the program fees, unless otherwise stated.

Withdrawal Date	Refund Amount
More than 60 days prior to departure	Full refund less the \$250 non-refundable fee
46 to 60 days prior to departure	Full refund less 25% of the program fee and the \$250 non-refundable fee
22 to 45 days prior to departure	Full refund less 50% of the program fee and the \$250 non-refundable fee
21 days or fewer prior to departure	No refund

RELEASE

In this contract, "CAPA" shall mean the Centers for Academic Programs Abroad, Inc., a California corporation, its employees, directors, officers, agents and affiliates. The "Institution" shall mean the sponsoring organization, college or university, its offices and employees. I understand and agree to the following:

- If, in the opinion of the Institution or CAPA, my behavior is deemed unacceptable, I may be sent home at my own expense or that of my parent/guardian if I am a minor, and I will receive no refund for any services not received.
- I HEREBY RELEASE CAPA AND THE INSTITUTION FROM ANY LOSS OR DAMAGE ARISING FROM ANY CAUSE WHATSOEVER, AND, WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, SHALL NOT HOLD CAPA OR THE INSTITUTION RESPONSIBLE FOR ANY SICKNESS, INJURY OR DEATH, NOR FOR ANY LOSS OR DAMAGE ARISING FROM ANY ERRORS OR OMISSIONS CONTAINED IN THIS BROCHURE OR OTHER CAPA OR INSTITUTION LITERATURE, LATE OR NON-CONFIRMATION OR ACCEPTANCE OF BOOKINGS AND LOSS OR DAMAGE CAUSED BY DELAYS. IN ADDITION, CAPA SHALL HAVE THE RIGHT, AT ANY TIME IN ITS DISCRETION AND WITHOUT LIABILITY OR COST THEREFORE, TO CANCEL ANY PROGRAM OR MAKE AN ALTERATION IN ROUTE, ACCOMMODATIONS, PRICE AND/OR DETAILS IN THE EVENT OF ANY PROGRAM BEING RENDERED IMPOSSIBLE OR INADVISABLE BY WEATHER, STRIKES, WAR, CIVIL UNREST, TERRORISM, ACTS OF GOD, GOVERNMENT INTERFERENCE OR ANY CAUSE WHATSOEVER THAT IS BEYOND CAPA'S CONTROL. ANY AND ALL EXPENSES INCURRED AS A RESULT THEREOF SHALL BE MY RESPONSIBILITY.
- I will indemnify CAPA for any harm I cause and accept full responsibility for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to while participating in a CAPA program.

- It is my personal responsibility to obtain all passports, visas and required travel documents in order to enter each of the countries on my itinerary. I understand that if I am unable to obtain the necessary travel documents, I will not be entitled to a refund except as described in the Agreement.
- CAPA IS NOT RESPONSIBLE FOR MY WELL-BEING WHEN I AM ABSENT FROM CAPA SUPERVISED ACTIVITIES, DURING FREE TIME PERIODS, IN HOMESTAY ACCOMMODATIONS, OR DURING PERIODS OF INDEPENDENT TRAVEL. I UNDERSTAND THAT CAPA AND THE INSTITUTION ARE NOT RESPONSIBLE FOR ACTS OR OMISSIONS OR PERSONS OR ENTITIES OUTSIDE THEIR CONTROL INCLUDING (WITHOUT LIMITATION) AIRLINES, SURFACE TRANSPORTATION COMPANIES, HOMESTAY FAMILIES, ACCOMMODATION PROVIDERS AND OTHER SUPPLIERS OF TRIP SERVICES. I AGREE TO RELEASE CAPA AND THE INSTITUTION FROM ALL CLAIMS ARISING OUT OF SUCH EVENTS.
- Once the CAPA Program has started, no refunds will be made for sightseeing, excursions, accommodations or other services which I have declined.
- CAPA may use statements made by me, photographs and video footage of me for publicity and advertising purposes.
- CAPA is not responsible for any costs arising from the loss or theft of any of my personal property at any time, including my airline ticket. This Agreement and Release will be governed by the Laws of the Commonwealth of Massachusetts. In the event that the Agreement and Release, in part or whole, shall to any extent be void or unenforceable, the remaining portions of this Agreement and Release will be deemed valid.

SIGNATURES

I, or my parent or guardian if I am under 18 years of age, have read and understand the Agreement and Release, including the release of liability, the payment schedules and the cancellation and refund policy, and agree to be bound thereby. Any controversy or claim arising out of, relating to, or interpreting this Agreement shall be determined by arbitration to be conducted before the American Arbitration Association in Boston, Massachusetts, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the laws of the Commonwealth of Massachusetts.

Applicant's signature: _____ Date: _____

Parent/Guardian's signature: _____ Date: _____

Campus Coordinator's signature (if required by the Institution): _____ Date: _____