

SEA | MESTER Terms, Agreements, Medical and Liability Release

Please read the following carefully. It contains important information about your Sea|mester program and may affect your legal rights if an injury or other loss occurs. It must be signed by all Sea|mester students who are 18 years of age or older at the time of signing or will become 18 during the program (adult Student). If the Student is a minor at the time of signing, at least one parent or guardian (parent and guardian being referred to as Parent) must also sign as evidence of his or her understanding of, and agreement to, these terms and conditions, on their own behalf and on behalf of the minor Student. When used below, "I" refers to the adult Student and to the Parent of a minor Student. A copy of this document in larger typeface can be downloaded from our website at www.sea|mester.com/release or call us for a copy.

Enrollment, Payment, Refund, Cancellation and Dismissal Agreements

Most students enroll early, yet admission is rolling and there is no set application deadline. Complete the online registration form and submit it together with the non-refundable application fee of \$75 to Sea|mester. We are able to accept credit cards for this application fee. Upon receipt of your application, we will send reference forms to the individuals whom you have identified and request that you send us a copy of a school transcript. In most cases, upon review of these materials, students are offered a provisional acceptance into the program pending a phone / video conference interview. When enrolling more than 30-days prior to the voyage start date a \$750 deposit, also payable by credit card, is due to secure your berth up until the first tuition date and proceed to the interview phase. Those enrolling within 30-days of the start date the standard deposit amount is \$2,000. Once the berth deposit has been received, a director will contact you to schedule the interview. Formal acceptance into the program is typically given after this interview. Berth deposits are only refundable should Sea|mester withdraw the provisional acceptance at this stage. Ninety days prior to the course starting date half of the tuition is due in order to secure your berth up until the final tuition payment date. The tuition balance is due sixty days prior to the course starting date. Payments are considered overdue 5 business days after a payment due date. Tuition payments are accepted by check and wire transfer. Credit cards may also be used for tuition payments, but the tuition amounts will be slightly higher, as our published tuition fees reflect a 3% discount for direct payment.

There are no refunds of application fees, deposits or tuitions. Sea|mester reserves the right to cancel not fully paid applicants without refund and accept others into the program and/or apply a \$100 late fee to the balance of tuition outstanding thirty days prior to the course starting date. Once enrolled, any request to switch programs will be considered on a case-by-case basis. It should be understood that it is not our policy to allow program switches within 30 days of the program start date. If any program is canceled prior to commencement, Sea|mester shall have no liability beyond the refund of deposits and monies paid to them. It is understood that the route and itinerary, facilities, personnel or activities of any program may be changed at the discretion of the director to suit the needs of the program without notice or obligation. Except for flight irregularities, failure to arrive on the designated program start date will be considered as a cancellation unless previously approved by a Program Director. The Program Director reserves the right to dismiss any student who is; a. in breach of (or associated with those in breach of) any agreement as set forth in the student code of conduct; b. anyone who is not considered to be participating fully in the academic classes or program activities; or c. anyone who is, in the directors judgment, detrimental to the program. In any dismissal case, or in the event of a withdrawal for any reason prior to the start of the program or once the program is underway, no refund of fees paid is possible. Also, it should be understood that the costs of any additional travel, housing and flights that are incurred for both the departing student and staff chaperone (when required) are the sole responsibility of the student or their parents. Additional terms for combined program enrollment can be found on our website. INSURE YOUR INVESTMENT: Sea|mester provides complete information regarding trip cancellation and tuition insurance policies for your consideration on our website and recommend that all students utilize these policies when making payments in order to minimize the risk of financial loss in the event of unexpected cancellation. Your signature on this form indicates agreement with all terms, conditions and refund policies published on our website, in the brochure and on the registration and application form.

Medical and Liability Release Agreement

In consideration of the services of Sea|mester, I understand and agree as follows:

Sea|mester Activities and Risks: Sea|mester activities have inherent risks, many of which cannot be eliminated without destroying the unique character of the activities. These risks can cause loss or damage to a Student's equipment or person, including in potentially extreme cases, disability or death. The activities and risks are described, in part, in the "Declaration

of Sea|mester Activities and Risks” that is available for download on the Sea|mester website at www.sea|mester.com/risks or call us for a copy. This Declaration must be read and understood by the Student and Parent.

Assumption of Risks: I understand the nature of the activities and the risks described in the Declaration of Sea|mester Activities and Risks, and that other risks may be encountered that are not described in the declaration; and I assume ALL risks of enrolling and participating in the activities of Sea|mester, including the negligence of Sea|mester. If the participant is a minor, Parent has discussed the activities and risks with the minor who chooses to participate. Except as otherwise expressly provided herein, I take responsibility for any injury or loss, including death, that I may suffer arising in whole or in part out of enrollment or participation in the activities of Sea|mester, including the negligence of Sea|mester.

Release and Indemnity: I release and discharge (agreeing to make no claims, and not to sue) Sea|mester, its owners, employees, trustees, officers and directors, and the owners and operators of any vessel on which the programs are conducted (individually and collectively referred to as Released Parties) from all claims of injury or loss that I may suffer arising out of or in any way connected with enrollment or participation in an activity of Sea|mester, including the negligence of Sea|mester. I indemnify the Released Parties from any claim or demand brought at any time by the minor child, or me, or anyone else, arising out of or in any way related to the enrollment or participation in an activity of Sea|mester, including the negligence of Sea|mester. I understand that Florida law may limit my authority to execute a pre-injury release. I make the release and indemnity only to the extent that Florida law permits.

Additional Provisions: I verify that Student is physically and mentally capable of participating in his or her program, without causing harm to himself, herself, or others and, prior to the commencement of the program, Sea|mester will be informed of all past or current physical or psychological conditions that might adversely affect participation in program activities. In case of a medical emergency, Sea|mester is authorized to administer first aid and to engage the services of a physician, dentist, or hospital. The physician or dentist selected may hospitalize, secure proper treatment for, and order injection, anesthesia, or surgery for the Student. Sea|mester and any third-party medical care provider are authorized to exchange pertinent medical information. Reasonable efforts will be made to contact Parent or Emergency Contact if a medical emergency or serious illness occurs. The cost of all medical services and any costs incurred by Sea|mester staff while accompanying the Student, including lodging, transportation and costs related to rejoining the group shall be paid by the Student or Parent. Student and Parent authorize Sea|mester and parties designated by Sea|mester to use photos, videos, recordings, statements and written reports, that may include the Student, in any manner Sea|mester chooses for advertising, display, education, audiovisual or other use. If Student or Parent has any dispute with Sea|mester or other Released Party that cannot be settled through discussion between the parties, they will attempt to settle the dispute by mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by Florida courts as qualified mediators. This contract shall be governed by Florida law in any action brought under it or as a result of it or because of its existence. This contract shall not be construed for or against a party because that party wrote it. The venue of any action or proceeding brought under this contract or resulting from it shall be brought only in a state court of competent jurisdiction in Sarasota County, Florida. The parties waive any right to bring an action or proceeding in any federal court. If this waiver is held invalid for any reason, then any action or proceeding brought in federal court shall be brought only in the District Court for the Middle District of Florida. The parties waive any right to a jury trial in any action or proceeding under this contract or resulting from it, whether for breach of contract, negligence, tort, products liability, strict liability or any other legal theory of a cause of action. No party against whom an action is brought under this contract shall be liable for consequential or punitive damages. I agree that the foregoing agreement shall be binding upon me personally as well as upon my heirs, personal representatives, and all members of my family. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between me and Sea|mester and its affiliated organizations and sign it of my own free will. This contract becomes valid after acceptance by Sea|mester and the deposit is paid. Adult Student or Parent will pay all costs and attorney fees incurred by Sea|mester or other Released Party in defending a claim or demand if Sea|mester prevails. Student, including minor Student and Parent have read, understand, acknowledge and accept the Declaration of Sea|mester Activities and Risks as well as all terms and conditions stated herein and agree that this agreement shall, to the fullest extent allowed by law, be binding on each of them, their respective heirs, assigns and personal representatives.

Student signature: _____

Date: _____

Parent or
legal guardian signature: _____

Date: _____

Signed individually and on behalf of the student. (Required if student is under the age of 18 at any time during the trip)