



## Sea|mester Participant Terms Agreement

ActionQuest LLC, individually and d/b/a Global Expeditions Group, GoBeyond Student Travel, and Sea|mester (collectively, "GXG"), operate domestic and international adventure and service educational Programs ("Programs") for middle school, high school, and college students, and adults, under the brand names ActionQuest, GoBeyond, and Sea|mester. **Please read this entire document completely and carefully before signing.**

This Participant Terms Agreement ("Agreement") sets forth the terms of the Participant's enrollment in a GXG Program. **This Agreement must be signed by all Participants, and a Parent or legal guardian if the Participant is a minor.** "Participant" includes adult and minor Participants, unless indicated otherwise. "Parent" includes a parent or legal guardian of a minor Participant. In consideration of the services provided in the Programs, I agree, for myself (and for the minor Participant if I am signing as a Parent), to the following:

**Enrollment, Payment, Refund, Cancellation and Dismissal Terms:** A non-refundable application fee of \$100 is due upon application. Upon review of the application materials by GXG staff (including but not limited to medical history, academic transcript, and references), successful applicants are offered provisional acceptance and the deposit becomes due. This deposit is \$1,500 if provisional acceptance is offered more than 30 days before the Program's start date and \$2,500 if provisional acceptance is offered 30 days or less before the Program's start date. Once the deposit has been paid, a GXG representative will schedule a phone or video conference interview with the applicant. GXG will typically determine whether it will offer formal acceptance based on this interview but may select to schedule a follow-up interview. The deposit is non-refundable unless GXG repeals a Participant's provisional acceptance.

Tuition is due 90 days before the Program's start date. If enrolling 90 days or less before the Program's start date, the final tuition is due 21 days after the deposit is paid, but no later than 30 days before the Program's start date. If enrolling 30 days or less before the Program's start date, the final tuition is due upon enrollment. Tuitions are non-refundable after the tuition due date of the Program for which the deposit was initially applied. A \$50 late fee will be applied for every seven days that tuition remains outstanding following the tuition due date. GXG reserves the right to cancel enrolled students, without refund, whose tuition is more than 14 days past due. Tuition payments are accepted by check, ACH, or wire transfer. Credit cards may also be used for tuition payments, but the tuition amounts will be slightly higher, as GXG's published tuition fees reflect a 3% discount for payment by check, ACH, or wire transfer.

Once an applicant has submitted the deposit, any request to switch Programs will be considered on a case-by-case basis. GXG does not allow Program switches within 30 days of the Program's start date or to Programs that start more than one year later than the Program for which the deposit was initially applied. If a Participant is permitted to switch Programs by GXG, regardless of the reason for this switch, Participant and/or Parent will be responsible for any increase in tuition, if applicable. If a Participant decides to switch Programs more than 90 days before the start date of the Program for which the deposit was initially applied, Participant and/or Parent will receive a refund for any decrease in tuition associated with the Program switch. A Participant will not be entitled to any tuition refund associated with a Program switch, if this switch is requested 90 days or less before the start date of the Program for which the deposit was initially applied.

If any Program is canceled before commencement due to an act or event arising out of or caused, directly or indirectly, by circumstances beyond GXG's reasonable control, including but not limited to a natural disaster or other act of God such as an earthquake, hurricane or tsunami; war; terrorism; fire; civil, military, or political unrest; local or global health crisis (including but not limited to a pandemic such as COVID-19); government action; and/or any other act or event that is beyond GXG's reasonable control, GXG will make reasonable efforts to accommodate Participants on another GXG Program during the same time period. If that is not feasible, GXG is unable to issue any refunds for

cancellations due to an act or event set forth in this paragraph; however, GXG will issue a voucher equaling the amount paid directly to GXG for use on another GXG Program during the following twelve months.

If any Program is canceled before commencement for any other reason that makes the Program financially or operationally unfeasible, including but not limited to low enrollment, staffing difficulties, unanticipated vendor price increases (such as for vessel charters, hotels, or activities), or significant exchange rate shifts, GXG will make reasonable efforts to accommodate Participants on another GXG Program during the same time period or refund monies paid directly to GXG.

Please understand that GXG incurs most of its costs and expenses to prepare and operate a Program before the start date. Therefore, if a Program is canceled after commencement but before the scheduled last day for any reason, including but not limited to a government order or a decision by GXG that doing so is in the best interests of Participants and staff, no refund of deposits or tuition is possible. Where feasible, GXG will make reasonable efforts to place the Participant in another ongoing trip or issue a voucher in an amount to be solely determined by GXG (based upon various factors including GXG's unrecoverable costs and expenses associated with operating the Program before cancellation) to be used on another GXG Program during the following twelve months.

By enrolling in a GXG Program, Participant and/or Parent authorize GXG to communicate with them through various channels, including but not limited to email, phone calls, text messages (SMS), and other electronic messaging platforms. These communications may include enrollment confirmations, paperwork, and tuition payment reminders, program updates, risk management information, logistical details, and other relevant program information. Regarding SMS communication: Standard message and data rates may apply. Participant and/or Parent understand they can opt out of SMS communications at any time by replying "STOP" to any text message or by contacting GXG directly. Opting out of SMS communications may impact GXG's ability to provide pertinent updates about the Program.

It is understood and agreed that any Program's route and itinerary, facilities, personnel, or activities may be changed at GXG's sole discretion, without prior notice to Parents/Participants or any legal obligation to GXG. Except for flight irregularities, a Participant's failure to arrive on the designated Program's start date will be considered a cancellation unless previously approved by GXG.

It is understood that GXG reserves the right to unenroll or dismiss a Participant from a Program if GXG believes, in its sole discretion, the Participant: presents a safety concern or medical risk to themselves and/or others; is disruptive; fails to honestly and accurately complete any portion of the GXG registration form; breaches (or is associated with those in breach of) any agreement with GXG including but not limited to (1) the Acknowledgement and Assumption of Risks & Release and Indemnity Agreement, (2) the Sea|mester Student Code of Conduct Agreement, (3) the University of South Florida Student Conduct Information Form, (4) the Sea|mester Student Handbook, (5) all medical forms, (6) all PADI forms, and (7) this Participant Terms Agreement; violates any governing laws, including but not limited to the laws of any nation, province, state, municipality, or other governing body with jurisdiction, and/or maritime laws; fails to comply with behavioral norms or expectations in different communities where the Program travels; fails to meet the Participant Student Essential Eligibility Criteria; commits any form of academic misconduct; fails to comply with applicable passport, Visa, Travel Authorization, or Entry/Exit Requirements; or conducts themselves in a manner detrimental to GXG or other Participants.

**Participant/Parent is solely responsible for all costs of early departure, whether for medical reasons (including but not limited to COVID-19 related reasons), dismissal, personal emergencies, failure to comply with passport, Visa, Travel Authorization, or other entry/exit requirements, violation of GXG policies or procedures, or any other reason. These costs include, but may not be limited to, government fines or fees, plane, train, water taxi, taxi, bus fare or any other direct transportation costs, and meals or accommodations for the departing Participant and any necessary GXG Staff chaperone. If a Participant departs a Program early for any reason, the Participant and Parent will not be entitled to any Deposit, Tuition, or other refund. If a Participant leaves the Program on a temporary basis for any reason, including but not limited to medical (such as a COVID-19 related quarantine), legal, behavioral, personal emergency or otherwise, Participant/Parent is solely responsible for all of the Participant's expenses during their absence including transportation, meals, and accommodations, in addition to all costs associated with the Participant rejoining the Program.**

Parents (or designee authorized to make decisions) must be reachable at all times throughout the Program to coordinate the return of their Participant on the same day that a medical emergency or dismissal occurs. Enrollment for any two GXG Programs will be considered a single Program in the event of withdrawal or dismissal, such that if a Participant is dismissed from any one Program, for purposes of this section, the Participant will be deemed dismissed and withdrawn from all other Programs within the subsequent 12-month period and Participant and Parent will not be entitled to any Deposit, Tuition, or other refund for any of these Programs.

Information on Travel Protection insurance policies is available on GXG's websites. Subject to certain exclusions and conditions outlined in the policy documentation, purchasing Travel Protection offers a refund in the event of certain occurrences as explained in the policy. GXG strongly recommends that Travel Protection is purchased to mitigate possible unexpected financial loss. Participant and/or Parent are strongly encouraged to read the Travel Protection documentation and familiarize themselves with the scope of coverage before purchase.

**By signing this Agreement, Participant and/or Parent agree to comply with all terms, conditions and policies published on GXG's websites, and registration and application forms, including but not limited to the Acknowledgement and Assumption of Risks & Release and Indemnity Agreement; this Participant Terms Agreement; and all codes of conduct.**

**Program Start and End:** Unless otherwise stated in the Pre-Departure correspondence provided to Participant shortly before the Program's start date, the Program will start when Participant first boards the GXG Program's vessel on the Program's start date and location set forth in the information provided in the participant portal and the Program will end when Participant disembarks the GXG Program's vessel on the Program's end date and location set forth in the information provided in the participant portal. Upon GXG's prior written approval, in certain circumstances, the Participant will be permitted to arrive at the Program late and/or depart the Program early. In such circumstances, the Participant's Program will start and end consistent with GXG's final approval.

**Medical Authorization & Expense:** Participant and/or Parent authorize GXG staff or other medical personnel to obtain or provide medical or other health care for Participant, to transport Participant to a medical facility, and/or to provide treatment they consider necessary for Participant's health. Participant and/or Parent agree to the release (to or by GXG) of any records necessary for treatment, referral, billing, or insurance purposes (subject to the privacy provisions in the Participant's plan). Reasonable efforts will be made to contact a Parent or emergency contact if a medical emergency or serious illness occurs. The cost of all health care services provided to the Participant, and any costs incurred by GXG staff while accompanying the Participant in the event of illness or injury, including lodging, transportation and costs related to rejoining the group, shall be the sole responsibility of the Participant and/or Parent.

**Behavioral Norms and Expectations:** Participant acknowledges that one of the risks and responsibilities of travel is that they will need to comply with behavioral norms and expectations different than what they may be used to in their home community. As part of the Program, Participant will be exposed to people of diverse backgrounds including varying genders, races, religions, national origins, political views, and sexual orientations. This applies to both individuals who are also participating in the Program and those who reside in the communities the Program visits. Participant is expected to behave in a manner that is tolerant and respectful of all such people and their norms and expectations, including but not limited to those associated with speech, dress, diet, religion, and behavior. As part of this responsibility, all participants are required to dress in a manner that is respectful of the societal norms and expectations of GXG and with the norms and expectations of the communities in which the Participant is traveling. This includes norms associated with exposing certain body parts that may be considered erogenous or inappropriate, regardless of whether such norms differ from those in the Participant's native community or their personal philosophy. Failure to comply with such norms and expectations may result in discipline, including legal penalties and early dismissal from the Program. Participant and/or Parent agree to be solely responsible for all such penalties, including all costs associated with Participant's temporary departure or early dismissal from the Program.

**Equipment Usage:** If Participant is borrowing or renting new or used equipment from GXG, the equipment comes "AS-IS." GXG disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose), regarding the equipment.

**Passport, Visa, Travel Authorization & Entry/Exit Requirements:** Participant/Parent acknowledge that it is their sole responsibility to obtain a passport that is valid through at least six months after the Program ends. They also acknowledge that it is their sole responsibility to obtain the proper Visa or other Travel Authorization (where applicable) for all locations to which Participant will be travelling and to otherwise comply with all locations' entry/exit requirements. It is Participant/Parent's sole responsibility to ensure that at the time the Program starts, there is sufficient time remaining on the Visa or other Travel Authorization for the Participant to complete the Program. GXG is not responsible for apprising Participant/Parent of developments or adjustments to applicable immigration requirements. Participant/Parent is also solely responsible for all costs associated with complying with all locations' entry/exit requirements and/or Visa requirements, and all costs and penalties that may occur if Participant loses their passport and other travel documents. GXG will not provide any refund based on Participant/Parents' failure to comply with these requirements, which could result in early departure from the Program.

**Personal Property Loss:** GXG is not responsible for loss, theft, or damage of personal property or equipment belonging to Participant.

**Authorization to Use Images of Participant:** Participant and/or Parent authorize GXG and/or its agents and designees, to photograph, film, record and/or otherwise capture the name, image, voice, written statement, group journal or electronic entry, photograph and/or visual likeness of the Participant and their other family members (collectively "images"), without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications and/or for any informational, promotional, educational, audiovisual, exhibition, editorial, or other use in any manner that GXG desires. These images are the sole property of GXG, and Participant and/or Parent waive any inspection or approval rights.

**Dispute Provisions:** If Participant or Parent has any dispute with GXG, its owners, employees, agents, staff, trustees, contractors, officers and directors, and the owners and operators of any vessel on which the Programs are conducted (collectively, "Released Party/ies") arising out of or in any way connected with enrollment or participation in any of the Programs, the Parties will first attempt to resolve the matter through discussions between the Parties. If the issue cannot be resolved through discussions between the Parties, prior to the filing of any lawsuit, the Parties shall in good faith engage in pre-suit mediation before a mediator certified by the Florida Supreme Court.

This Agreement, and any lawsuit or dispute in any way connected with Participant's enrollment or participation in any of the Programs, shall be exclusively governed by the laws of Florida. This Agreement shall not be construed for or against a party because that party drafted it. The exclusive venue of any action or proceeding in any way related to, arising out of, or connected with a Participant's enrollment or participation in any Program shall be the Middle District of Florida, Tampa Division, if the claim is subject to federal jurisdiction; and Sarasota County, Florida, if none of the claims are subject to federal jurisdiction. The Parties hereby waive the right to a jury trial in any action or proceeding under this Agreement or in any way arising out of, related to, or connected with the Participant's enrollment or participation in any of the Programs, regardless of the legal theory of a cause of action. No party against whom an action is brought under this Agreement shall be liable for consequential or punitive damages. **If GXG or any Released Party prevails in any lawsuit or claim brought against them by Participant and/or Parent, Participant and/or Parent agree to pay all costs, expenses and attorney's fees incurred by GXG or any Released Party in any such lawsuit or claim.**

**Severability; Modification:** Participant and Parent acknowledge that this Agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any clause, or portion of a clause, in this Agreement is deemed to be invalid, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full force and effect. This Agreement may not be changed except in a writing signed by GXG.

**Counterparts:** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Signatures transmitted electronically shall be deemed as good as original signatures.

**PARTICIPANT AND/OR PARENT OF A MINOR PARTICIPANT AGREE: I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND LEGALLY BINDING UPON ME, MY SPOUSE, PARTICIPATING CHILD AND OTHER CHILDREN, AND PARTICIPANT'S/PARENT'S OTHER FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES, SUBROGEES, ASSIGNS, AND ESTATE. ALL PARTICIPANTS MUST SIGN BELOW. IF PARTICIPANT IS A MINOR (THOSE UNDER 18 YEARS OF AGE), ONE OF THE PARTICIPANT'S PARENTS OR LEGAL GUARDIANS MUST ALSO SIGN BELOW.**

**I understand that my signature is valid and legally binding whether I choose to electronically sign or sign a printable version of this Document.**

_____ Participant Signature	_____ Date (M/D/Y)	_____ Printed name	_____ Birthdate (M/D/Y)
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_____ Parent/Guardian Signature of minor participant	_____ Date (M/D/Y)	_____ Printed name
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Global  
**Expeditions Group**



SEA|MESTER



# ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

## THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

ActionQuest LLC, individually and d/b/a Global Expeditions Group, GoBeyond Student Travel, and Sea|mester (collectively, "GXG"), operate domestic and international adventure and service educational programs ("Programs") for middle school, high school, and college students, and adults, under the brand names ActionQuest, GoBeyond, and Sea|mester. **The Programs involve activities ("Activities") that have inherent risks, many of which cannot be eliminated without destroying the unique character of the Activities.** These risks, inherent and otherwise, can cause harm, injury, or loss to property and persons, and in extreme cases, severe injury or death. This document describes some of the risks.

**Please read this document completely and carefully. This Acknowledgment and Assumption of Risks & Release and Indemnity Agreement ("Agreement") must be signed by all participants, and a parent or legal guardian if the participant is a minor.** "Participant" includes adult and minor participants, unless indicated otherwise. "Parent" includes a parent or legal guardian of a minor Participant. In consideration of the services provided in the Programs, I agree (for myself and for the minor Participant if I am signing as a Parent) to the following:

### DECLARATION OF ACTIVITIES AND RISKS

The Programs are conducted internationally, primarily near or on the sea, in many locations as described in program-specific materials furnished to Parents and Participants. GoBeyond includes more activities onshore as opposed to on the sea; ActionQuest and Sea|mester include more activities on the seas as opposed to onshore. Activities conducted onshore will occur in urban or rustic village settings. Programs may use chartered and rented sail and motor vessels of various sizes and capabilities.

Activities vary among the Programs and may include the following:

1. Water sports Activities which may include but are not limited to sailing, scuba and snorkeling, swimming, whitewater rafting, waterskiing, wakeboarding, kneeboarding, windsurfing, surfing, and operating small, motorized watercraft. In many programs, Participants will be subject to the risks of living and working on, and otherwise moving about, ocean-going vessels and other watercraft. Shipboard duties include but are not limited to raising, lowering, and handling of sails; easing and grinding of working lines under load using winches and purchase systems; handling anchor lines, anchor chains and anchors; handling lines leading to small craft in tow from the deck of the vessel; cooking on gas stoves; cleaning of galley ware, common spaces, cabins, and bathrooms.
2. Shore Activities include transportation to and from Activities and airports by way of airplane, taxi, train, public bus or rented vehicle. Other shore activities include but are not limited to exploring local cities, towns, and villages during free time; hiking; camping; zip-lining; horseback riding; and, on rare occasion (only for Sea|mester), Participants over the age of 18 may ride scooters and/or operate other motorized vehicles.
3. Community service projects occur both onshore and offshore and may expose Participants to risks ordinarily associated with light construction, including but not limited to heavy lifting and the use of potentially dangerous hand tools and power tools. Many of the Activities include interaction with local populations.

**I UNDERSTAND THAT THE RISKS OF THE PROGRAMS INCLUDE, WITHOUT LIMITATION:**

1. Weather, environmental, and surface and subsurface conditions in an outdoor or wilderness environment in a foreign country that are unpredictable and dangerous, including risks associated with travel on trails or routes that may not be groomed, maintained, controlled, or marked; lightning; snow or ice accumulation; high altitude conditions; fast moving rivers or other water bodies; falling or fallen timber; mineshafts; rockfall; icefall; steep or slippery terrain; electrical storms; mountain storms; flashfloods; snow; rain; hail; sleet; ice and extremely cold water; geothermal geysers or geothermally heated (extremely hot) water; unstable or loose rock; wild or domestic animals; stinging, venomous and/or disease carrying animals, insects or microorganisms; and other natural and man-made hazards and dangers;
2. Participant's mental, physical, or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the Activities, includes risks. Although GXG will review Participant's submitted medical information, GXG cannot anticipate or eliminate risks or complications posed by Participant's mental, physical (including fitness level) or emotional condition;
3. Risks associated with GXG staff decision-making, judgments, and warnings, which are often based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to error. These include the risk that a GXG staff member, a participant, or another person may misjudge an individual's capabilities, health, or fitness level, or misjudge terrain, weather, trail location and conditions, water-level, ocean conditions, river and/or terrain route location, some aspect of instruction, medical treatment, the character and propensities of an animal, use of any equipment, facilities or premises, including use of homestays, hostels or other accommodations, or how best to react in certain circumstances;
4. Risks associated with any outdoor or athletic activity including the risk that a participant may overestimate their abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, or encounter other hazards; not understand the functioning of (or misuse) equipment; fail to negotiate steep, uneven or difficult terrain; not control their speed; or experience equipment malfunction;
5. Risks associated with sailing, boating, surfing, sea kayaking, snorkeling, and scuba diving in an ocean or other open body of water, including interactions with other individuals and vessels on the water; potential hazards including docks, piers, bridges, buoys, rocks, corals, reefs, and the shore; water and weather conditions including tides, waves, and currents; equipment and gear malfunction; mechanical failures; the possibility of capsizing; interactions with fish, sharks, turtles, insects, and other animals; the unpredictable forces of nature, including weather, which may change the conditions from routine to extreme without notice; risks associated with Personal Flotation Devices; and otherwise being in a large body of water where a lifeguard is not present; accidents or collisions with other water craft; slipping, tripping, and falling on wet and slippery surfaces; and falling overboard;
6. Risks associated with living and engaging in activities of daily living (including but not limited to sleeping, dressing, and showering) with GXG staff and other participants. Participant will be exposed to staff and other participants of diverse backgrounds including varying genders, races, religions, national origins, political views, and sexual orientations. Participant will be residing in close quarters in various possible locations including on a boat, in a hotel, a hostel, a tent, a homestay, and/or a short-term rental property (AirBnb/VRBO) with unknown people in a foreign, undeveloped country, while being exposed to unfamiliar food, water, domestic and wild animals, and various associated risks including contracting viruses and infectious diseases, including but not limited to COVID-19; risks associated with varying and unfamiliar cultural norms; unanticipated verbal and physical harm; the careless or reckless behavior of other people; the possibility of inadvertent touching or unwanted sexual advances;

and personal disclosure and/or interaction with such people. Food or water is provided by vendors, restaurants or others with risks of contamination or allergic reaction.

7. Animals, including without limitation, horses, donkeys, camels, or elephants are unpredictable and uncontrollable in all circumstances, whether participants are mounting, dismounting, saddling, feeding, riding, packing, or otherwise dealing with animals in any way. Animals are generally much larger, more powerful, and faster than a human, and can react to the environment, and the conduct and actions of riders and other persons in harmful ways. Without warning, animals can kick, bite, stomp, stumble, rear, bolt, fall, and react to sudden movements, noise, light, vehicles, other animals, or objects. Riding animals can involve equipment that may break or otherwise fail, saddles or blankets that may slip, and other riders who may not control their animals and cause a collision or other unpredictable consequences;
8. Risks of camping, including the risk of tending to, being near, or cooking over an open fire or gas or propane stove that is subject to a gas explosion, scalding, or other burns. Other risks include the risk of falling trees and/or branches, floods, harsh and unpredictable weather, wildlife disturbances and encounters, insect bites, and other hazards at a camp site;
9. The risk that equipment or gear may be misused, may not fit, or may break, fail, or malfunction. This includes Participant's personal equipment, GXG equipment, or other equipment (whether purchased, borrowed, or rented). Participants choosing to bring and use their personal equipment (including any safety gear), assume full responsibility (along with their Parent), for choosing appropriate equipment and for the fit and condition of this equipment. GXG requires use of helmets, Personal Flotation Devices, or other safety gear for some Activities. Safety gear may prevent or lessen injuries in some instances, but it is not a guarantee of safety, and injury can occur even if gear is used;
10. Risks associated with the fact that Activities may take place on the open sea or onshore remote locations as much as several hours or days from any medical facility, causing potential delays or difficulties in communication, transportation, evacuation, and medical care. Medical facilities may be primitive, inadequate, or inaccessible, and located in regions where traditional Western medical care is not available. Additional delays can result if circumstances require transport from a foreign country back to the U.S. for medical care. Staff or others may or may not have access to wireless communication devices (including cell or SAT phones); nevertheless, use of these devices in any location may be unreliable and inconsistent;
11. Risks associated with high and low challenge course elements and zip-lines which may be as high as 50 feet off the ground, including the possibility of falling a large distance, slipping, rope burns, pinches, jolts, splinters or swaying, colliding with other participants, and experiencing anxieties and fears associated with heights;
12. Risks from participating in a physically exerting activity in an unpredictable environment, including engaging in repetitive arm and leg movements, bending, walking, riding, twisting, pulling, lifting, running, jumping, climbing, and sustaining back and other injuries as a result of using a shovel, hammer, machete, pick-axe, or other tool;
13. Risks associated with rafting, kayaking, or canoeing in a creek or river including encountering swift or cold water; the presence of unknown obstacles such as rocks or timber; the risk that a vessel may overturn or sink; and risks associated with Personal Flotation Devices, including that it does not properly fit, it may not be available, is not properly secured, or contains a defect that may impact its ability to function;
14. Risks associated with interactions with, and reliance on, GXG, other participants, contractors, vendors, or unknown third parties, including the careless or reckless behavior of other people, the possibility of inadvertent touching or unwanted sexual advances, the risk of contracting viruses and infectious diseases, and personal disclosure and/or interaction with co-participants;



15. Risks associated with touring in a city or other public location, including the possibility of tripping, slipping or falling due to unexpected hazards, the risk of a motor vehicle accident, the risk of being robbed, and of otherwise sustaining injuries, losses, or damages due to the unpredictable behavior of third persons, or otherwise;
16. Risks of traveling in foreign countries, including being transported in vehicles on undeveloped, rough, mountainous and unpredictable terrain, including dangerous roads, bridges, and other infrastructure; the risks of driver error either by individuals affiliated with a third-party carrier or drivers of other vehicles; the risk of vehicle malfunction and travel in potentially unsafe vehicles including buses not equipped with seat belts; vehicular accidents or collisions; exposure to poor sanitation and contaminated foods or water; contracting viruses and infectious diseases arising from a pandemic or otherwise (including but not limited to Covid-19); and encounters with terrorism, war, kidnapping, thievery, abduction, political unrest, riots, individuals with anti-American sentiment, and other forces or harm. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. **NOTE:** GXG personnel are not experts in assessing the likelihood of terrorist activity, political unrest, or the need for vaccinations or other issues, while Participants are traveling in a foreign country. Participant and parent of a minor are responsible for conducting their own independent investigation through the U.S. State Department, Centers for Disease Control, World Health Organization, or other sources; and
17. Risks associated with participants having free and/or independent time before, during, and after Activities. At all times, all participants share in the responsibility for their own wellbeing; participants will not be watched or supervised during sleeping hours.

**These risks can result in participants:** falling partway or to the ground or into the water; being struck by, colliding with or impacting objects, people, animals or the bottom of a water body; experiencing vehicle collision, capsize or rollover; reacting to high altitudes, exposure to the sun and other elements, weather conditions or increased exertion; becoming lost or disoriented; and suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold-related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion and drowning, frostbite, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; psychiatric/psychological injuries; concussions; sunburn or other burns; illnesses (including viruses, animal/insect borne diseases, or contagious and infectious diseases such as Malaria, Dengue Fever, Zika Virus, Influenza, MRSA, and COVID-19); infections; cuts or wounds; or other injury, damage, death or loss.

I understand GXG contracts with independent contractors for certain services including ground transportation, Sunsail/Moorings for the yacht charter, and in some locations outside of the British Virgin Islands, scuba diving. These contractors are not supervised or controlled by GXG and GXG is not legally liable or responsible for their conduct. Some independent contractors, including but not limited to PADI, may require execution of certain documents, including releases of claims against them. Such documents pertain to those contractors and not to GXG.

#### **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

**Please read carefully. This Acknowledgement and Assumption of Risks contains a surrender of certain legal rights.** I hereby declare that I have carefully and completely read the above Declaration of Activities and Risks before signing this Agreement. **Understanding and acknowledging the Activities and risks of each Program, I certify that the Participant is physically, emotionally, and mentally capable of participating in the chosen Program (based upon the GXG Student Essential Eligibility Criteria, and otherwise), without causing harm to themselves or others.** I further certify that before the Program commences, I will inform GXG of all past or current physical, emotional, and/or psychological conditions that might adversely affect the Participant's participation in the chosen Program or cause harm to other people. I agree to honestly and accurately complete all GXG registration forms (including medical forms) and obey all rules and policies, including the Student Code of Conduct.

In consideration of the services provided by GXG, I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, and on behalf of my child (if the Participant is a minor), understand and agree as

follows: **I understand that the activities associated with the Programs have inherent risks, many of which cannot be eliminated.** I understand and acknowledge the nature of the Activities and the dangers and risks associated with participation in any of the Programs, which are described in the above Declaration of Activities and Risks. I also understand and acknowledge that the information provided above is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and GXG cannot assure the Participant's safety or eliminate any of these risks; **at all times, I share in the responsibility for my own well-being and – if I am with a group – for the well-being of the group.**

**With full understanding of the dangers and risks involved, I, on behalf of myself and on behalf of my child (if the Participant is a minor), fully assume and accept full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of the Activities and for any injury, damage, disease, illness, emotional distress, death, or other loss suffered by Participant (and parent of a minor), resulting from those risks, including the risk of Participant's own negligence or other misconduct. I also acknowledge and I am voluntarily participating in the Activities with knowledge of the risks. If the Participant is a minor, the Parent also certifies they have discussed the Activities and risks with the minor Participant who nonetheless chooses to participate.**

### **LIABILITY RELEASE AND INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY. THIS RELEASE AND INDEMNITY AGREEMENT CONTAINS A SURRENDER AND RELINQUISHMENT OF CERTAIN LEGAL RIGHTS.**

I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, and on behalf of my child (if the Participant is a minor), hereby release, hold harmless, and agree not to make any claims or to sue GXG, its owners, employees, agents, staff, trustees, officers and directors, contractors, and the owners and operators of any vessel on which the Programs are conducted (collectively, "Released Parties") from any and all claims of harm, injury, disease, illness, property damage, loss or even death that I, or my child (if the Participant is a minor), may suffer arising out of or in any way connected with enrollment or participation in any of the Programs or Activities. **THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO MAKE ANY CLAIMS OR TO SUE INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS OF HARM, INJURY, DISEASE, ILLNESS, PROPERTY DAMAGE, LOSS, OR DEATH THAT IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. AMONG OTHER THINGS, I SPECIFICALLY UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM AGREEING TO RELEASE THE RELEASED PARTIES (INCLUDING BUT NOT LIMITED TO GXG) FROM ANY LIABILITY RESULTING FROM ANY OF THE RELEASED PARTIES' NEGLIGENCE.**

I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, and on behalf of my child (if the Participant is a minor), agree further to indemnify the Released Parties from any claim, demand, or suit brought by me, by or on behalf of the Participant (if the Participant is a minor), or anyone else, alleging harm, injury, disease, illness, property damage, loss, or death arising out of or in any way related to my, or my child's (if the Participant is a minor) enrollment or participation in any of the Programs. **I AGREE TO THE TERMS OF THIS INDEMNITY AGREEMENT, EVEN IF SUCH HARM, INJURY, DISEASE, ILLNESS, PROPERTY DAMAGE, LOSS OR DEATH WAS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.** "Indemnify" means to defend, and to pay or reimburse the Released Parties for all expenses, including costs and attorney's fees. I understand that Florida law may limit my authority to execute a release on behalf of a minor child. I make the release and indemnity only to the extent that Florida law permits. If any clause, or portion of a clause, in this Agreement is deemed to be invalid, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full force and effect. This Agreement shall not be construed for or against a party because that party drafted it.

IF THE PARTICIPANT IS A MINOR AT ANY TIME DURING A PROGRAM, FLORIDA LAW REQUIRES THAT THE FOLLOWING STATEMENT BE PROVIDED IN UPPERCASE TYPE, AT LEAST 5 POINTS LARGER THAN, AND CLEARLY DISTINGUISHABLE FROM, THE REST OF THE TEXT OF THE WAIVER OR RELEASE. SECTION 744.301, FLORIDA STATUTES (2023).

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THESE ACTIVITIES, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THESE ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THESE ACTIVITIES WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THESE ACTIVITIES. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**PARTICIPANT AND/OR PARENT OF A MINOR PARTICIPANT AGREE:** I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND LEGALLY BINDING UPON ME, MY SPOUSE, PARTICIPATING CHILD AND OTHER CHILDREN, AND PARTICIPANT'S/PARENT'S OTHER FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES, SUBROGEEES, ASSIGNS, AND ESTATE. ALL PARTICIPANTS MUST SIGN BELOW. IF PARTICIPANT IS A MINOR (THOSE UNDER 18 YEARS OF AGE), ONE OF THE PARTICIPANT'S PARENTS OR LEGAL GUARDIANS MUST ALSO SIGN BELOW. I ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE INTERPRETED AND ENFORCED TO THE FULLEST EXTENT ALLOWED BY LAW.

**I understand that my signature is valid and legally binding whether I choose to electronically sign or sign a printable version of this Document.**

_____ Participant Signature	_____ Date (M/D/Y)	_____ Printed name	_____ Birthdate (M/D/Y)
_____ Parent/Guardian Signature of minor participant	_____ Date (M/D/Y)	_____ Printed name	

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