



**“COSTA RICA STUDY ABROAD PROGRAM”  
PARTICIPATION AGREEMENT AND LIABILITY WAIVER**

You have been selected to participate in the **Costa Rica Study Abroad Program** as a participant. You agree to the following terms and conditions as a condition of your participation in the program:

1. Everett Community College assumes no responsibility or liability, in whole or in part, for any delays; delayed or changed departure or arrival times; fare changes; dishonors of hotel, airline and/or vehicle rental reservations; missed carrier connections; fire, flood, weather, earthquake or other acts of nature; war; government regulations; criminal activity; terrorism; civil disorder; disease related epidemic; sickness; injuries (including death); strikes; inconveniences; curtailment of transportation facilities; failure or negligence of any nature caused in connection with any accommodations, meals, transportation, or other service for any substitution of hotels or of common carriers beyond Everett Community College’s control; or for other reasons that make it illegal or impossible for either party to perform any of its obligations under this Agreement. In the event of the occurrence of any of the foregoing, the obligations of each party to the other under this Agreement shall be completely cancelled and deemed null and void and neither party shall have any further obligation to the other hereunder. If due to weather, acts of nature, flight schedules or other factors beyond the control of Everett Community College you are required to spend additional nights and/or incur additional expenses, Everett Community College will not be responsible for your hotel, transfers, meal costs, additional transportation or other expenses. Baggage and personal property is transported at your risk entirely. Participants should register with the U.S. Embassy in Costa Rica, on line, by phone, by email or by fax prior to departure.
2. Everett Community College reserves the right to cancel or re-schedule the departure/return dates and will not be responsible for any other travel arrangements affected by cancellations or re-scheduling. In the event you extend your stay, you are solely responsible for all costs and expenses during your extended stay including, but not limited to, additional ticketing charges, if any. Everett Community College will not be liable or responsible for any costs and expenses incurred by you if you leave the group at your own volition.
3. Everett Community College will attempt to maintain the program as described in its publications and brochures. However, it reserves the right to make changes to the Costa Rica Study Abroad Program including but not limited to the itinerary, any travel arrangements, accommodations, and or other program offering and features at any time and for any reason, with or without prior notice. Everett Community College shall not be responsible or liable for any loss whatsoever to you by reason of any such cancellation or

change. Everett Community College is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether you or Everett Community College makes a flight arrangement. Any additional expense resulting from the above will be paid by you. Everett Community College reserves the right to substitute hotels or accommodations or housing of a similar category at any time.

4. Everett Community College shall not be liable for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to your participation in the Costa Rica Study Abroad Program from any cause or causes including, without limitation, any loss or damage to real property or tangible personal property, lost or stolen baggage, and/or any additional fees or charges for overweight luggage.
5. Everett Community College recommends that you consult a clinic or medical practitioner before departure to ensure that all vaccinations and immunizations are up to date and that you are able to withstand the physical activity, weather and travel conditions. Prior to your departure, you should acquire and maintain adequate health, medical evacuation and repatriation, and accident insurance which provides coverage for illnesses or injuries you sustain or experience while abroad. Everett Community College will not be responsible for the cost of any medical treatment and/or furnishing special accommodations and will not be liable for any injury, illness or death during the Costa Rica Study Abroad Program. Meals provided as part of the program may not accommodate special dietary needs nor resemble standard western cuisine. As a participant in the Costa Rica Study Abroad Program, you understand the program may be physically demanding and strenuous.
6. During the Costa Rica Study Abroad Program you agree to and shall: (a) comply with all requests, rules, and recommendations of coordinators regarding personal and professional conduct (including adhering to regulations, and general safety and security practices or procedures); (b) not engage in any potentially dangerous activities; and (c) be courteous and professional, and otherwise conduct yourself in a professional manner.
7. You agree to and shall comply with all applicable local, state, federal, international statutes, acts, ordinances, laws, rules, regulations, codes and standards. Everett Community College is not responsible for your failure to comply with such laws. It is your responsibility to ensure that your passport is valid for at least six (6) months from the date of departure, and that you qualify to obtain any and all required visas and/or other immigration documents for entry into Costa Rica and any other country to be visited as part of the program. Furthermore, you acknowledge and agree that Everett Community College cannot guarantee that you qualify to enter Costa Rica or any other country to be visited as part of the program, insofar as entry is subject to the laws, rules and/or regulations of the applicable governing authority. Everett Community College is not responsible for your failure to comply with any immigration and/or customs regulations.

8. Everett Community College is not responsible for your well-being. This includes, but is not limited to, when you are absent from Everett Community College sponsored and/or supervised activities, during free time periods, or during periods of independent travel. You hereby represent and warrant that your participation in the foregoing activities is not required by Everett Community College and is wholly voluntary. You further agree that Everett Community College does not supervise or control those activities in any manner whatsoever. You understand that Everett Community College is not responsible to you for acts or omissions of other persons or entities including but not limited to airlines, surface transportation companies, accommodation providers, and other suppliers of trip services.
  
9. You hereby agree to defend, indemnify, hold harmless, release and forever discharge Everett Community College from any and against any and all claims, liability, damages, losses, judgments, liens, obligations or demands whatsoever (direct, indirect, incidental, consequential, special or exemplary), costs and expenses (including all reasonable attorneys' fees, costs and disbursements), whatsoever, of which do not arise out of the gross negligent act or omission, or wanton or willful misconduct of Everett Community College while acting within the scope of its responsibility, at law or in equity, whether now known or unknown, whether accrued or not yet accrued, whether or not well-founded in law or in fact, which you have or may have against Everett Community College arising out of or in connection with the Costa Rica Study Abroad Program
  
10. You agree that this Participation Agreement and Liability Waiver is to be construed under the Laws of the State of Washington. In the event that any portion hereof is held invalid or unenforceable, the remaining portions hereof shall continue in full legal force and effect. By signing this document you hereby acknowledge that you have read this entire document, that you understand its terms, that by signing it you are giving up substantial legal rights you might otherwise have, and that you have signed it knowingly and voluntarily.

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Student ID Number

All signed forms remain on file in the faculty member's office who leads the study abroad trip for two years.