

AGREEMENT AND RELEASE

I, _____ (the **Individual**) (together with, if I am under the age of 21, my [ONE] (parent[s]) (guardians[s])) authorize my participation in or accompaniment on the activities, including without limitation, the activities, lectures, outings, trips, and other events (collectively, the **Activities**) of the Alumni Trip 2022 of College Year in Athens, Inc. and its related entities (collectively, **CYAthens**) that may be facilitated by CYAthens and that will take place, in whole or in part, in the Facilities of CYAthens. As used herein, the term **Facilities** collectively means facilities owned or under the control of CYAthens, including, if applicable, housing accommodations. Statements below regarding use of the Facilities and participation in and behavior during the Activities refer to that of the Individual for whom the parent(s) or guardian(s) is/are taking full responsibility. I have read, understand, and agree to the following terms and conditions of this Agreement and Release:

A. Provision and Use of Facilities; Behavior during the Activities

1. I understand and acknowledge that the use, possession, sale, purchase or dissemination of drugs is illegal in Greece and that if I am involved with drugs I may become subject to prosecution and possible imprisonment, fines and/or deportation. Furthermore, because the eastern Mediterranean countries have guilt-by-association laws, if I am involved with drugs, either in Greece or elsewhere, I endanger not only myself but the entire group. I will not use illegal drugs and may be immediately and permanently removed from the Facilities for doing so.
2. I will comply with all applicable laws including without limitation all immigration laws and visa requirements (**Applicable Laws**) and with all rules, regulations, and policies of the Facilities and CYAthens, as may be adopted from time to time in the sole discretion of CYAthens, including without limitation the CYAthens Housing Regulations that appear at the end of this Agreement and Release (collectively, the **Rules**). In addition, I will not abuse or misuse alcohol, including consuming excessive amounts. If I consume alcohol, I will do so only in strict compliance with Applicable Laws and the Rules. I will not make any alcohol available to any person who is not permitted to consume alcohol under Applicable Laws and the Rules or who is visibly intoxicated.
3. CYAthens reserves the right to access all parts of the Facilities for any reasonable purpose.

B. Insurance; Visa; Medical

1. It is entirely my responsibility to ensure that I have adequate health care insurance coverage, accident insurance coverage, and personal property insurance coverage for the entire duration of the Activities.
2. I understand that CYAthens shall have no responsibility or liability for any medical treatment for me or lack thereof, for any transportation to any medical facility, or for any of my medical expenses.
3. I understand, acknowledge and agree that it is entirely my responsibility to apply for and obtain any necessary visa and that CYAthens shall have no responsibility therefor.

C. Limitation on Warranty; Third-Party Activities

The Facilities provided by CYAthens, and any facilitation by CYAthens with respect to the Activities, are provided AS IS, without representation or warranty by CYAthens. For clarification, but not limitation (i) CYAthens shall not be liable for any negligent acts or omissions or intentional misconduct of third-party vendors with which CYAthens makes arrangements in connection with the Activities; (ii) no information, facilitation or organization provided by CYAthens for social or other activities led or provided by third parties, including without limitation travel, sports activities, water-related activities (including those involving boating, watercraft, and sailing), or other optional travel or activities (collectively, **Third-Party Activities**), shall in any way represent an endorsement by CYAthens of those activities and (iii) CYAthens does not regulate, sponsor, supervise, recommend, warranty, or make any statement concerning the safety of Third-Party Activities and has no responsibility or liability with respect to Third-Party Activities.

D. Assumption of Risk

I understand that international travel and living may involve risks beyond those associated with my home country, including **but not limited to** those associated with different forms of government and legal rights, unfamiliar healthcare systems, strikes, civil unrest, terrorism, military action, criminal activity and violence, flood, earthquake, or other severe weather conditions, public health risks, pandemics, epidemics, quarantines, and/or other health emergencies, governmental actions or omissions, industrial or commercial accidents, motor vehicle accidents, food safety risks, allergic reactions, insect-borne or water-borne illness and any other possibly dangerous conditions beyond the control of CYAthens. I have read and understand the U.S. Department of State information and advisories posted at <https://travel.state.gov/content/travel.html>, as well as the Center for Disease Control and Prevention's health information and advisories posted at <https://wwwnc.cdc.gov/travel>, regarding travel to, in and around Greece, as well as any other location I plan to visit. I understand the risks and assume the entire responsibility for any consequences that may arise from such risks.

E. Publicity

CYAthens benefits greatly from the promotion of its programs using photographs, video, audio, and other materials of and from participants and visitors to its Facilities. I hereby grant CYAthens and the Releasees (as defined below) an irrevocable, worldwide, royalty-free right to take and/or use appropriately obtained photographs or other portraits or likenesses of me (with or without my name or biographical information) (the **Publicity**) during or after my visit in any format or medium including but not limited to video or audio recordings, and to use, reproduce, modify, distribute, and publicly exhibit the Publicity, in whole or in part, for promotional purposes in furtherance of CYAthens' educational mission.

F. Release and Indemnification by Individual

I, on behalf of myself, my spouse, children, heirs, successors, assigns, and personal representatives, hereby release CYAthens, its directors, affiliates, officers, trustees, advisors, faculty, agents, contractors, employees, and persons acting at CYAthens' direction or on CYAthens' behalf, including, but not limited to CYAthens' local in-country partner organizations (collectively, the **Releasees**) from any and all claim(s) (the **Released Claims**) that may arise from injury or harm to me or from damage to my property, whether caused by the negligence of the Releasees or otherwise, which I could or might assert in connection with my use or occupancy of the Facilities and/or participation in or accompaniment on the Activities, Third-Party Activities or the Publicity (each as defined above), except claim(s) finally adjudicated to be directly and specifically attributable to the gross negligence or intentional misconduct of the Releasees. ***In other words, I agree that I cannot sue or recover anything from the Releasees if anything happens to me or to my property in connection with my use or occupancy of the Facilities and/or participation in or accompaniment on the Activities, the Third-Party Activities or the Publicity and/or any activity related in any way whatsoever thereto, except to the extent finally adjudicated to be directly and specifically attributable to the gross negligence or intentional misconduct of the Releasees. For clarification but not limitation, and for the avoidance of doubt, CYAthens shall have no responsibility whatsoever for Individual's personal possessions and/or lost or stolen property.***

I agree that I am responsible if my acts or omissions cause or threaten to cause injury or damage of any kind to others, and I hereby agree to indemnify and hold harmless the Releasees from any and all claims and damages that may arise as a result of my acts or omissions.

G. Release and Indemnification by Parent(s)/Guardian(s)

If I am the parent or guardian of the Individual, I, on behalf of myself, the Individual, and my spouse, children, heirs, successors, assigns and personal representatives, hereby release the Releasees from the Released Claims that may arise from injury or harm to the Individual or from damage to the Individual's property, whether caused by the negligence of the Releasees or otherwise, which I could or might assert in connection with Individual's use or occupancy of the Facilities and/or participation in or accompaniment on the Activities, Third-Party Activities or the Publicity (each as defined above), except claim(s) finally adjudicated to be directly and specifically attributable to the gross negligence or intentional misconduct of the Releasees. ***In other words, I agree that I cannot sue or recover anything from the Releasees if anything happens to the Individual or his/her property in connection with his/her use or occupancy of the Facilities, and/or participation in or accompaniment on the Activities, the Third-Party Activities or the Publicity and/or any activity related in any way whatsoever thereto, except to the extent finally adjudicated to be directly and specifically attributable to the gross negligence or intentional misconduct of the Releasees.***

I agree that I am responsible if the Individual's acts or omissions, or breach of this Agreement and Release, cause or threaten to cause injury, loss, or damage of any kind to others, and I hereby agree to indemnify and

hold harmless the Releasees from any and all claims and damages that may arise as a result of Individual's acts or omissions or breach of this Agreement and Release.

H. General

1. This Agreement and Release shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA without regard to its choice of law provisions. Any action or proceeding arising out of or related to this Agreement and Release shall be brought only in the state or federal courts in Boston, Massachusetts. In the event that any provision in this Agreement and Release is held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall be given full force and effect.
2. I have had enough time to ask questions about anything in this Agreement and Release that I did not understand and to seek advice from an attorney if it was necessary to understand it or if I desired it for other reasons. I now have read, understood and agree to this Agreement and Release.

I. Required Signatures

Each person (other than minor children of Individual) accompanying Individual must sign this Agreement and Release. *An Individual who is 21 or older at the time of signing and who will be accompanied by minor children signs this Agreement and Release as Individual on his or her own behalf and on behalf of his or her minor children, and must list each minor child where indicated below.*

THIS IS A RELEASE OF LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING

(Signature of Individual 1) (Date) (Signature of Individual 2) (Date)

(Signature of Individual 3) (Date) (Signature of Individual 4) (Date)

For any Individual who is under the age of 21, the signature(s) of all parent(s)/guardian(s) are required:

(Signature of **Parent/Guardian** With Legal Authority (Date) (Signature of **Parent/Guardian** With Legal Authority (Date)
to Execute this Agreement and Release) to Execute this Agreement and Release)

List of Minor Children of Individual (names and ages):

KEEP THE SIGNED DOCUMENT FOR YOUR RECORDS AND RETURN AN ELECTRONIC COPY TO:
60years@cyathens.org

CYAthens Housing Regulations

Occupants of CYA apartments must adhere to the following regulations:

1. Noise must be kept to a minimum at all times and especially between the hours of 2:00-6:00 p.m. and after 11:00 p.m. Excessive noise that draws complaints from the neighbors or the attention of the police is prohibited and, to the extent applicable, will be treated as a disciplinary matter.
2. Overnight guests are not permitted.
3. No animals or pets are allowed into the apartment.
4. Use of the roof terrace is strictly forbidden.
5. Cooking on a barbeque grill is not allowed inside the apartment or on the balcony.
6. No furniture is to be removed from the apartment.
7. When lodging at a hotel, the occupant must adhere to the rules and regulations of such hotel in addition to those listed above.

Guests who violate any of the above regulations run the risk of being removed from CYA housing.

Guests removed from CYA housing are not entitled to a refund or credit for fees paid.

Guests shall reside in the premises only as temporary residents and shall not engage in any commercial, illegal, dangerous, or other activity that could embarrass CYA or cause CYA to receive complaints from neighbors. The premises shall not be occupied or left in the care of anyone not listed as a guest.