



Ceiba Foundation for Tropical Conservation Liability Release and Indemnity Agreement

I, the undersigned, desire to participate in the Tropical Conservation Semester (herein "Program") organized by the Ceiba Foundation for Tropical Conservation (herein "Ceiba") and taking place in Ecuador. I understand that Ceiba will not allow me to participate in the Program unless I also enter into this Agreement. I have been provided this Agreement in advance of enrolling in the Program, and I have considered and understand that, if this liability release and indemnification were not provided to Ceiba, there would be a substantial additional cost for my participation in the Program, and I do not wish to pay such additional cost to participate. I hereby waive my right to bargain further for different waiver of liability terms, and in exchange for permission to participate, I make the following representations and agreements on which I understand Ceiba is relying:

I attest that I am of sound mind, in good health, and possess no physical or mental conditions that would hinder or prevent me from participating in the Program, and that I am eighteen years of age or older. If I am not 18 years of age or older, my parent or guardian will also sign this Agreement.

I understand that this Agreement is binding not only on Ceiba and me, but also on our respective agents, representatives, heirs, estates, beneficiaries, successors, and assigns. I have carefully identified, reviewed and considered the risks of travel to Ecuador including by reading the most recent relevant U.S. State Department, Centers for Disease Control, and World Health Organization Travel Warning(s). I am participating in the Program with full knowledge and awareness of the risks of any and all illness, personal injury, and harm involved.

I hereby release, waive, discharge and covenant not to sue Ceiba, its trustees, officers, directors, agents and employees, interns, students, and volunteers (hereinafter referred to as "Releasees") from all liability, claims, demands, actions and causes of action arising out of or relating to any loss, damage, cost, expense or injury, including death, that may be sustained by me, or to any property belonging to me, in connection with the Program, including all related travel, but excluding any intentional or reckless acts of Ceiba. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, in connection with the Program, including all related travel, but excluding any intentional or reckless acts of Ceiba. I UNDERSTAND THAT THIS WAIVER MEANS I GIVE UP MY RIGHT TO BRING ANY CLAIMS AND TO SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, except for claims based on the intentional or reckless acts of Ceiba.

I further hereby agree to indemnify and hold harmless the Releasees from any claims, losses, liabilities (including reasonable attorneys' fees and amounts paid in settlement of any claim), damages, or costs they may incur arising out of or in connection with my actions or conduct during the Program, including all related travel, or resulting in any way from my own negligence or intentional or reckless acts or omissions during the Program, including all related travel. It is my express intent that this Release shall bind my heirs, assigns and personal representatives if I am deceased.

I hereby grant Ceiba and its agents full authority to take whatever actions they may consider warranted under the circumstances concerning my health and safety, and I fully release each of them from any liability for such decisions or actions as may be taken in connection therewith, not including intentional or reckless acts or omissions. I authorize Ceiba and its agents, at their discretion, to place me at my own expense, or at the expense of my parent or guardian if I am a minor without further consent, in a hospital within or without my country of residence for medical services and/or treatment, or if no hospital is readily available, to place me in the hands of a local physician for treatment, should the need arise. If deemed necessary or desirable by Ceiba or its agents, I authorize them to transport me back to my country of residence by commercial airline or other accessible mode of transport, and I agree to assume the

responsibility of the expenses involved. Any funds advanced to me for any purpose will be reimbursed upon demand by me, or by my parent or guardian if I am a minor. I agree that I will be covered by adequate health and accident insurance, valid in and outside my country of residence during the entire period of the specific Ceiba course to which I am applying. I represent that I have such insurance, and have supplied Ceiba with the name of my health care provider and plan number.

I agree to comply fully with the rules of Ceiba and its agents, its host institutions and travel companies. I agree that Ceiba has the right to enforce standards of conduct and that, should I fail to comply with them, Ceiba has the right to terminate my participation in the Program with no refund or monies paid. In the event of termination, I agree to be sent home at my own or my parent's, or guardian's expense. I understand that this is an organized program of participation and that group standards must be observed. I will comply with the rules, standards, and instructions for participant behavior. I hereby waive and release any and all claims against Ceiba or its agents arising out of my failure to remain under Ceiba's supervision or to comply with rules, standards and instructions, other than claims of intentional or reckless acts or omissions by Ceiba. I agree that Ceiba and its agents have the right to terminate my participation at any time for failure to maintain standards or for any actions or conduct which Ceiba and/or any of its agents deems inappropriate or incompatible with the interest, harmony, comfort, and welfare of the participants.

I have read the terms and conditions set forth in the Program materials provided to me, and I agree that these constitute part of my agreement with Ceiba. I understand and agree to all of Ceiba's terms as set forth in the Program materials and this Release. I further understand that this agreement shall take force upon my signing it.

I understand and agree this Liability Release and Indemnity Agreement shall be construed in accordance with the internal laws of the State of Wisconsin, without giving effect to principles of conflict laws. I also understand and agree that any disputes relating to this Liability Release and Indemnity Agreement shall be adjudicated in the state or federal courts in the state of Wisconsin and Dane County. I agree that if any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS LIABILITY RELEASE AND INDEMNITY AGREEMENT, AND I FULLY UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THEIR SIGNIFICANCE. I FREELY, VOLUNTARILY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Name of Participant (please print or type)

Birthdate (mm/dd/yyyy)

Home telephone (including area code)

Home Address

Signature of Participant (or Parent or Guardian if Participant is less than 18)

Date signed (mm/dd/yyyy)