



Ceiba Foundation for Tropical Conservation Liability Release and Indemnity Agreement

I, the undersigned, desire to participate in a service-learning, internship, field course, or other educational program (herein "Program") organized by the Ceiba Foundation for Tropical Conservation (herein "Ceiba") and taking place at various locations in Ecuador, South America, that may include but may not be limited to the city of Quito, the El Pahuma Orchid Reserve in Pichincha province, the Lalo Loor Dry Forest Reserve in Manabí Province, the Tiputini Biodiversity Station in Napo province, and the Galápagos Islands, among other sites. I understand that Ceiba will not allow me to participate in the Program unless I also enter into this Agreement. Therefore, 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 aware that the novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization, and that Covid-19 is reported to be extremely contagious. I understand that the state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. I understand that people can be infected and show no symptoms and therefore spread the disease. I am fully aware that participation in the Program (including any related travel) carries with it certain inherent risks related to Covid-19 transmission that cannot be eliminated regardless of the care taken to avoid such risks. I understand that those inherent risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying Covid-19; (2) the risk of transmitting or contracting Covid-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from Covid-19 or the treatment thereof. Further, I understand that the risks of Covid-19 are not fully understood, and that contact with, or transmission of, Covid-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable. 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, servants, agents and employees, interns, students, and volunteers (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever 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. 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. 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.

I further hereby agree to indemnify and save and hold harmless the Releasees and each of them, 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 any act or omission on my part during the Program, including all related travel. It is my express intent that this Release shall bind the members of my family and spouse (or parent or guardian if I am a minor) if I am alive, and 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. 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. 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.

By checking this box, I attest that I have read and agree to abide by the program Code of Conduct

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 Address

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

Date signed (mm/dd/yyyy)

Please email completed form with original signature to: courses@ceiba.org
or mail a signed original to: Ceiba Foundation • 301 S. Bedford Street, Suite 7A • Madison, WI 53703



Ceiba Foundation for Tropical Conservation Code of Conduct Agreement

The Ceiba Foundation strives to provide a positive, safe, inclusive, welcoming, and productive learning experience for all of our students that also delivers benefits to and positive interactions with the Ecuadorian communities and individuals with whom we interact during the program. As a foreigner in Ecuador you represent not just yourself but the program, the Ceiba Foundation, your university, and the United States (or your country of origin). As a condition of your enrollment, we ask that all students read and pledge to abide by this Code of Conduct during the time they are a participant on the Tropical Conservation Semester:

- 1) I will endeavor at all times to treat everyone I meet with courtesy and respect, and to create a welcoming and inclusive environment for all participants on the program.
- 2) I will strive to act in a culturally appropriate manner, be sensitive to the impact of my behavior on others, and avoid drawing negative attention to myself, my peers, and the program.
- 3) I will prioritize the safety of myself and others at all times, and will refrain from engaging in activities or behaviors that unnecessarily put myself and others at risk. This includes but is not limited to abiding by current safety guidelines and recommendations issued by the Ceiba Foundation and the Universidad San Francisco de Quito during orientation in Ecuador as well as over the course of the semester.
- 4) I agree that I will not travel independently to regions of Ecuador listed by the U.S. State Department as Level 3 or Level 4 at any time during the Tropical Conservation Semester, including during Spring Break or weekends off.
- 5) I understand that Covid-19, flu, and other illnesses represent a changing landscape of risk, and agree to abide by any and all health safety precautions that are required or requested of me, such as masking, social distancing, isolating, or getting tested. This includes posted rules as well as verbal requests from the course instructors and staff, from my host family, or at the sites we visit.
- 6) I will let the program staff know as soon as possible if I am feeling sick, or exhibiting any symptoms of illness, and will take necessary precautions to reduce the risk of spread to others.
- 7) In addition to the items above, I agree to exercise common sense to avoid injury, illness, or becoming the victim of a crime. This includes but is not limited to: refraining from excessive drinking, never walking alone at night, keeping my valuables safe, letting my host family know where I am going and when I plan to be back, keeping emergency phone numbers with me at all times, avoiding consumption of risky street food, not accepting drinks or rides from strangers, and only using authorized transportation services.
- 8) I will make an effort to learn about the Ecuadorian culture and advance my Spanish language skills by speaking with local people and my host family in Spanish whenever possible.
- 9) If at any time I need a safe space to discuss in confidence any issues, concerns, or problems I am having, I will seek the guidance of the program coordinator, instructors, and/or support staff who will direct me to available resources.
- 10) If I find myself in a conflictive or confrontational interaction, I will do everything that I can to de-escalate, diffuse, or resolve the situation.
- 11) I will not use drugs, and if I consume alcohol will do so only in moderation and in compliance with applicable laws.

I have read this document in its entirety, and agree to abide by this Code of Conduct. I acknowledge that if my conduct violates this code, I first will be issued a warning, but that further non-compliance may lead to my dismissal from the program and being sent home at my expense. I understand that my adherence to the agreement will ensure that the program is as educational, productive, stimulating, safe, and rewarding as possible for myself and my fellow participants.