



General Release and Acknowledgement of Consent

By electronically signing this document in the participant portal, I acknowledge that I have read and agree to the terms outlined in this document. Please print for your records.

In consideration of the acceptance to participate on the Semester at Sea program ("Program"), *on the M/V World Odyssey or other vessel substituted in its place ("Vessel")*, and recognizing that participation in the Program is voluntary, and that there are certain risks which the undersigned participant ("Participant") assumes by participation in the Program, the Participant hereby voluntarily enters into the following General Release and Acknowledgement of Consent ("Release and Consent").

1. The Participant waives, releases and forever discharges any and all claims, demands, actions, causes of action, judgments, awards, damage, loss, liability, fines, penalties, costs or expense of whatsoever kind (including reasonable attorney's fees and expenses) which the Participant may now or in the future have against the Institute for Shipboard Education, its trustees, agents, officers, directors, employees, insurers, attorneys, successors and assigns (collectively "ISE"), and the Vessel, her Captain, officers, crew, owners, operators, charterers, insurers, successors and assigns (collectively "Vessel Interests") for any death, injury, illness, damage, delay or other loss or detriment to person or property of whatsoever kind (including reasonable attorneys' fees and expenses), arising out of or in any way connected with the Participant's participation in the Program, including but not limited to any of the following matters listed below (collectively "Claims"), and shall defend, indemnify and hold ISE and the Vessel Interests harmless, from and against any and all Claims and regardless of whether caused or contributed to by the negligence, in whole or in part, of ISE and/or Vessel Interests (whether sole, joint, concurrent, active or passive), unseaworthiness of any Vessel, or preexisting conditions:
 - a. Any delay, change, modification, substitution, cancellation, abandonment and/or termination, at any time whatsoever, of the Program, the voyage, the ports of call, the countries of call, the vessel, the voyage itinerary, the Program itinerary, and/or the number of days at sea or on land.
 - b. Any breach by ISE Vessel Interests and/or Participant of the contract under which the Participant agrees to participate in the Program ("Contract") and/or any fares, charges, fines, costs or expenses to be paid by the Participant pursuant to the Contract.



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- c. Any injury or illness, including but not limited to emotional distress, mental anguish and/or psychological injury, suffered by the Participant at any time throughout the Program, regardless of whether or not it results in the death of the Participant, and regardless of whether it occurs on the Vessel or while traveling independently or with a Program -sponsored activity, and regardless of whether caused or contributed to by the negligence, in whole or in part, of ISE and/or Vessel Interests (whether sole, joint, concurrent, active or passive). d
- d. Any injury or illness, including but not limited to emotional distress, mental anguish and/or psychological injury, suffered by any other person caused in whole or in part by the Participant, whether alone or in association with others, regardless of whether it results in death of such person, and regardless of whether it occurs on the Vessel or while traveling independently or with a Program sponsored activity, and regardless of whether caused or contributed to by the negligence, in whole or in part, of ISE and/or Vessel Interests (whether sole, joint, concurrent, active or passive). e
- e. Any loss of, damage or injury to property, whether personal, real or mixed, owned by the Participant or by another, caused in whole or in part by the Participant whether alone or in association with others. in
- f. Any and all claims for death, injury, illness, damage, delay or other loss or detriment to person or property of whatsoever kind (including reasonable attorneys' fees and expenses) sustained by Participant arising out of or in any way connected with: the use of any vehicle, vessel, aircraft or other mode of transportation or any act or omission of the owners or operators thereof; the use or acceptance of any shoreside services, accommodations or facilities or the engagement in any shoreside activities, whether or not organized in whole or in part by ISE or Vessel Interests, including but not limited to sightseeing, tours, entertainment, sports and sporting events; the consumption of food or beverages, or any act or omission of the providers, operators, or organization thereof; high risk activities, including but not limited to, mountaineering where ropes or guides are normally used; hang gliding; parachuting; bungee jumping; racing by horse, motor vehicle or motorcycle; parasailing; Acts of God, strikes, labor disputes, war hostilities, acts of terror, riots, civil commotion, weather, sickness, disease, pandemic, quarantine or governmental restrictions or regulations.



5. The Participant recognizes and acknowledges that if they engage in any shoreside activities they do so entirely at their own risk and expense. The Participant recognizes and acknowledges that ISE and/or Vessel Interests are not the agent of any owner and/or operator of such shoreside activities, all of whom are independent contractors, and shall not be liable or responsible in any way for any death, injury, illness, damage, delay or other loss or detriment to person or property of whatsoever kind (including reasonable attorneys' fees and expenses) arising out of or in connection with such shoreside activity and regardless of whether caused or contributed to by the negligence, in whole or in part, of the owner and/or operator of such shoreside activities.
6. The Participant recognizes and acknowledges that the physician and other medical staff on board the Vessel are independent contractors, and not employees of ISE or of the Vessel, and that neither ISE nor the Vessel Interests are in any way responsible for, and ISE and the Vessel Interests shall not be liable for, any aspect of medical treatment provided to the Participant, including, but not limited to the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such physician or other medical staff may furnish the Participant.
7. The Participant represents and warrants that any existing health condition, disability or illness, which may require medical and or mental health treatment during the course of the Program, has been disclosed to ISE. The Participant hereby authorizes ISE to take action in its sole discretion which ISE believes is warranted in all circumstances pertaining to the health and safety of the Participant, including but not limited to authorization to provide medical and mental health treatment, on the Vessel or ashore, by the ISE physician or medical staff or mental health professional or other physician or mental health professional, including, but not limited to medication as needed by the Participant, and including but not limited to the repatriation of the Participant at the sole expense of the Participant. If the Participant is forced, for medical or mental health reasons, to leave the Program, any refund would be subject to the terms and conditions outlined in Section 3 of the Participant Contract.
8. The Participant hereby authorizes ISE, its agents, employees, officers and assigns, to use or release Directory Information (to include name, address, phone number, email address, home school, major field of study, achievements, academic awards or honors, dates of attendance and participation in recognized shipboard organizations or activities, image) to



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- external parties at their discretion. If the Participant does not so authorize, the Participant must so request in writing prior to the start of the Program.
9. ISE may, without notice and without obligation to the Participant, or the award of any academic credit to the Participant, in the sole discretion of ISE, change or terminate its Program and/or Voyage on account of Acts of God or other instances of force majeure, including but not limited to war, strike, weather, government restrictions, perils of the sea, and other causes beyond the control of ISE and any refund would be subject to the terms and conditions outlined in Section 3 of the Contract.
 10. The Participant represents and warrants that they have an understanding that there are various risks associated with travel at sea, and with international travel in general, including, but not limited to, travel within the countries to which the Vessel will visit, and that the Participant has learned of such risks. The Participant further represents and warrants that they are not relying solely on the information provided by ISE (including the Voyager's Handbook), but have made, along with their parents or legal guardians, if under the age of 18, the free and informed decision to undertake the Program. The Participant is not relying on either ISE or Vessel Interests to explain such risks to Participant.
 11. If any of the provisions of this Release and Consent shall be held invalid or inoperative, they shall be deemed to be severed from this Release and Consent, and given no force or effect, and the remaining provisions shall be given full force and effect.
 12. The Participant intends to legally bind their heirs, executors, administrators and assigns to the terms and conditions of this Release and Consent. Participant has had the opportunity to ask questions about the Release and Consent and to consult with independent counsel if Participant chose to do so, to have this Release and Consent explained.
 13. By checking the Release and Consent box in the Participant Portal, the Participant represents that they have read this Release and Consent, understand its provisions and, acknowledge it of their own free will and agree and intend to be legally bound by it.
 14. The Participant agrees to submit to personal jurisdiction in Colorado for any cause of action arising out of or in connection with this Release and Consent and further agrees that any cause of action arising out of or in connection with this Release and Consent will be brought exclusively in the



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state or federal Courts of the State of Colorado. The laws of the State of Colorado govern this Release and Consent.

15. Arbitration and forum for small claims, and all other claims: any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a participant, whether based on contract, tort, statutory, constitutional or other legal rights, including, but not limited to, alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Contract or participant's Voyage, no matter how described, pleaded or styled, between the Participant and the Carrier, with the sole exception of claims brought and litigated in small claims court in Fort Collins, Colorado, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202208 ("The Convention") and the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., ("FAA") solely in Larimer County, Colorado, U.S.A., to the exclusion of any other forum. The Participant hereby consents to jurisdiction and waives any venue or other objection that may be available to any such arbitration proceeding in Larimer, County, Colorado. The Arbitration shall be administered by JAMS under its Comprehensive Dispute Resolution Rules and Procedures and the Fee Schedule in effect at the time of filing the dispute with JAMS which are deemed to be incorporated herein by reference. Information with respect to JAMS can be reviewed on the JAMS website (www.jamsadr.com).

Neither party will have the right to a jury trial or to engage in pre-arbitration discovery except as provided in the applicable arbitration rules and herein, or otherwise to litigate the claim in any court (other than small claims court in Larimer County, Colorado). The arbitrator's decision will be final and binding. Other rights that the Participant or Carrier would have in court also may not be available in arbitration. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA. The Carrier and Participant further agree to permit the taking of a deposition under oath of the Participant asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. In the event this provision is deemed unenforceable by an arbitrator or court of competent jurisdiction. For any reason, then and only then the provisions of clause (c) below governing forum and jurisdiction shall exclusively apply to any lawsuit involving claims described in this clause. In any event, no claim described in this clause may be brought against the Carrier unless written



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notice giving full particulars of the claim is delivered to the Carrier within 30 days of termination of the Voyage and arbitration on such claim is commenced within 6 months from the date the claim arose, notwithstanding any provision of law of any state or country to the contrary.

16. **Forum for lawsuits:** Except as otherwise provided for claims subject to arbitration, the Participant and the Carrier agree irrevocably that any dispute whatsoever arising out of or in connection with this Contract or Participant's Voyage, including any claim for personal injury, illness or death, shall be litigated, if at all, before the United States District Court for Colorado in Denver, Colorado, or as to those Lawsuits over which the federal courts of the United States lack subject matter jurisdiction, before a court located in Larimer County, Colorado, to the exclusion of the courts of any other county, state or country. The Participant hereby consents to jurisdiction and waives any objection to venue or other objection that may be available to any such action or proceeding being brought in such courts.

17. **Class action waiver:** This Contract provides for the exclusive resolution of disputes through individual legal action or arbitration on participant's own behalf instead of through any class action. Even if the applicable law provides otherwise, the Participant agrees that any lawsuit or arbitration against the Carrier whatsoever shall be litigated by the Participant individually and not as a member of any class or as a part of a class action, and the Participant expressly agrees to waive any law entitling the Participant to participate in a class action. If the Participant's claim is subject to arbitration, the arbitrator shall have no authority to arbitrate claims on a class action basis. The Participant agrees that this class action waiver shall not be severable under any circumstances from the arbitration clause set forth above, and if for any reason this class action waiver is unenforceable as to any particular claim, then and only then such claim shall not be subject to arbitration individually and not as a member of any class or as a part of a class or representative action.