

PARTICIPATION AGREEMENT AND CANCELLATION AND REFUND POLICY
IASE (International Alliance in Service and Education)

PARTICIPATION AGREEMENT

I PROMISE THAT I SHALL NOT TREAT OR DIAGNOSE A PATIENT, ENGAGE IN INTERVIEWS OR COMMUNITY RESEARCH PROJECTS ON THE COMMUNITY OF MATHIBESTAD AND ITS SURROUNDING COMMUNITIES WITHOUT THE SUPERVISION AND CONSENT OF MY LOCAL CLINICAL PRECEPTOR AND ON-SITE ACADEMIC ADVISOR.

1. RELEASE OF LIABILITY. I AM AWARE THAT TRAVEL AND LIVING IN SOUTH AFRICA IS A HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH THE KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREES TO ACCEPT ANY AND ALL RISK OF ILLNESS, INJURY, DEATH OR LOSS OF PROPERTY. AS LAWFUL CONSIDERATION FOR BEING ACCEPTED INTO AN IASE PROGRAM, I HEREBY AGREE THAT I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, ATTACH THE PROPERTY OF OR PROSECUTE IASE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUCCESSORS FOR ANY ILLNESS, INJURY, DEATH, LOSS OF PROPERTY OR DAMAGE ARISING FROM OR CONNECTED WITH MY PARTICIPATION IN AN IASE PROGRAM. This shall not apply to the intentional or willful acts of IASE, its officers, directors, employees, agents or successors.

2. CONDUCT. I agree to conduct myself in a mature responsible manner and not engage in any activity that is disruptive to the program or undermine the integrity of IASE, its officers, and staff. I know that misconduct on my part can result in my expulsion from the program without refund of fees. I understand that if I leave the program early, I will receive no refund from IASE.

3. REQUIREMENTS. I agree to fulfill the academic requirements, which include attending classes, seminars and journal in order to receive academic credit or evaluation for school.

4. ILLNESS. Should I become ill or incapacitated, I agree to allow IASE to take all actions necessary regarding medical services including, if need be, transportation to my home or hospitalization at my own expense.

5. RESEARCH. I agree that any research project or study conducted in South Africa will have to be approved by the IASE Board of Trustee.

6. COPY OF RESEARCH DATA. I agree to leave a readable, clear copy with IASE of any research data collected at the site for the purpose of a research project. I am responsible to provide a copy of my research article to IASE.

7. EXEMPTION. I understand that IASE, its staff, and agents are not responsible for circumstances beyond their control (including, but not limited to, acts of God, sickness, civil unrest, war, strikes, government regulations) or for actions on the part of persons not controlled by IASE, such as (but not limited to) educational institutions, medical personnel and clinic staff, personnel from the municipalities, host families, travel agencies, hotels, transportation personnel (bus and/or taxi), hotels, and entertainment centers. I agree to exempt IASE and its staff from all

claims arising out of such actions.

8. TRAVEL. I recognize that IASE is not responsible for airline arrangements or transportation within the program country. As such, IASE is not responsible for any expenses incurred while traveling and assumes no liability for any injury, damage, loss, or accident in any vehicle or for the actions of any persons engaged in conveying the passenger.

9. MODIFICATIONS. I agree that IASE may modify the program (including program dates, scheduled activities, and clinic/community center assignments) if necessary. I also agree that such changes are not grounds for withdrawal from the program or for any refund.

10. COMPLETION OF APPLICATION PROCESS. I realize that it is the responsibility of the participant to complete all forms, make all travel and accommodation arrangements, and to submit all payments by the deadlines indicated. I agree that I will be liable for late payments, as determined by IASE, should I miss the payment deadlines, and I understand that failure to submit forms on time may result in failure to obtain certain services normally included in the program.

11. INSURANCE/EVACUATION COVERAGE. I recognize that it is my responsibility and obligation to provide for myself, and provide to IASE proof of my coverage by comprehensive health insurance, and evacuation insurance during the full term of my participation in the IASE program.

12. PASSPORT. I recognize that it is my responsibility to obtain a passport and any necessary visas. If I am not a citizen of the United States, it is my responsibility to contact my home country consulate or embassy regarding passport and visa requirements.

13. INDEMNIFICATION. As further lawful consideration for being accepted into an IASE program, I agree to indemnify IASE, its officers, directors, employees, agents and successors against any and all liability, loss, costs, damages, attorneys' fees and other expenses which IASE, its officers, directors, employees, agents or successors may sustain or incur by reason of my actions or inaction arising from or connected with my participation in an IASE program.

14. NOTICES. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be given personally or sent by prepaid air courier or United States Postal Service certified, registered or express mail, postage prepaid, addressed to the addressee at his/her/its address as indicated on the last page of this document. Personal service shall be deemed effective upon receipt. Service that is not personal shall be deemed effective three business days after deposit with the courier service or the United States Post Office. Either party may change the address for service by giving notice in accordance with this section.

15. ENTIRE AGREEMENT. This Agreement is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter. Any modifications to this Agreement must be in writing and signed by both parties.

16. ASSIGNABILITY. This Agreement is not assignable by either party without the prior written consent of the other.

17. MEDIATION AND ARBITRATION. Any dispute in connection with, arising out of correlating to this Agreement shall be resolved through a mediation and arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any such dispute (or if they are unable to agree upon a mediator then the American Arbitration Association shall designate the mediator). If the mediation is unsuccessful, the parties agree that any such dispute shall be decided by binding arbitration under the rules of the American Arbitration Association. The mediation and any arbitration shall take place in either San Mateo County, California or Santa Clara County, California and each party waives his/her/its right to mediate or arbitrate in any other jurisdiction or location. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. Costs and fees associated with the mediation shall be shared equally by the parties. The prevailing party in any arbitration proceeding shall be awarded reasonable attorneys' fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceeding, unless the arbitrator shall for good cause determine otherwise.

18. GOVERNING LAW. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, excluding any choice of law principles which could cause the law of any other jurisdiction to be applied.

I _____ THE UNDERSIGNED ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS AGREEMENT.

(PLEASE, HAVE IT NOTARIZED BEFORE YOU MAIL IT IN.)

Name of Applicant (Please Print) Signature of Applicant Date

Christine Gabali, E.d.D.
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