



## Terms of Agreement The Traveling School

The student named below intends to enroll in the 2019 Fall Semester or 2020 Spring Semester. The Traveling School (hereafter "TTS") Program (hereafter "Program" or "TTS Program"). The student must sign below. One of the student's parents or legal guardians, or both (collectively referred to in this Document as "parent" or "parent/s"), if available, must also sign, whether the student is an adult or a minor (minors are those under 18 years of age in Montana; hereafter sometimes "minor" or "child"). In consideration of the services of TTS, I (student and parent/s), agree as follows:

**1. Enrollment and Additional Forms:** A student is considered preliminarily enrolled in the Program once TTS receives this signed Enrollment Agreement and the deposit (see below). In addition to these Terms, the student and parent/s must complete and sign a variety of forms. These documents and materials contain important information associated with a student's TTS experience, so please read and complete carefully. All forms must be completed and signed by the student and/or her parent/s, as appropriate. **As a result, the student's final acceptance, enrollment and participation in the Program is contingent upon TTS's timely receipt and review of these forms and information, including but not limited to all TTS requested student medical and health information and the TTS Acknowledgment and Assumption of Risks & Release and Indemnity Agreement.**

**2. Deposit, Registration Fee & Payment:** Full payment for the Program for a semester during 2019-2020 is \$29,500. A \$1000 deposit (US funds; refundable at the completion of the Semester, less any outstanding costs), along with these signed Terms is due 30 days following the student/parent/s receipt of the student's acceptance letter. Please note the enclosed Tuition Payment Agreement form and tuition payment options. Full payment or enrollment with FACTS tuition management plan is due 45 days before the Program start date. All payments, once received, are non-refundable, except under the circumstances identified in these Terms.

### **3. Student Cancellation, Return and Costs:**

• **If student cancels:**

- 90-60 Days before the Program start date, TTS will grant a full tuition refund, less student's \$1000 enrollment deposit;
- 59-30 Days before the Program start date, TTS will grant a 50% tuition refund, less student's \$1000 enrollment deposit.
- Less than 30 days before the Program start date, there will be no refund.

• **TTS Right to Separate:** TTS reserves the right to dismiss any student from a trip or Program if staff believe, in their sole discretion, that the student presents a safety concern or medical risk, violates TTS rules (please refer to the Student/Parent Handbook) or Code of Conduct, does not meet TTS Essential Eligibility Criteria, is disruptive, or otherwise conducts herself in a manner detrimental to the Program. See TTS Code of Conduct for examples of conduct TTS considers detrimental to the Program, and that can lead to early dismissal.

• **Health (or Other) Reporting:** Inaccurate or incomplete information on any student health information form (or other forms) may be grounds for rescinding an offer of admission, separating a student from the Program or restricting student participation in certain activities. Further, TTS requires notification of any changes in student health status that may occur after submission of a student's health forms/information and before or after Program start date.

- **Dismissal, late arrival, non-arrival or early withdrawal:**

- If for any reason (whether voluntary or involuntary), a student cancels, does not attend, arrives late or leaves the TTS Program in progress (including but not limited to voluntary withdrawal, dismissal from the Program, illness, injury or any other reason), there will be no refund.
- **Further, if a student departs early, the student (and parent/s) are responsible for all costs of early departure whether the departure is for medical reasons, dismissal, personal emergencies or otherwise.** (These costs may include, but are not be limited to: evacuation, medical treatment, plane or other transportation, meals and lodging costs, non-refundable airline tickets or change fees, and expenses for staff who may accompany student). Oftentimes, we ask parents to accompany a student home from overseas. If this is not an option, we may ask for a parent to meet their daughter in a gateway city upon return to the US.
- **If TTS withdraws or dismisses a student for failure to submit requested information (including inaccurate or incomplete information) or for misleading or false statements on any TTS forms, there will be no refund.**
- TTS will strive to support the student's transition back to her home high school, as appropriate, **however, if a student is expelled for disciplinary reasons (determined in TTS's sole discretion), the student will be considered "expelled" from the Program and there will be no academic credit granted.**

#### 4. Program Cancellation or Alteration:

- TTS reserves the right to combine or cancel a Program or alter any aspect of a Program, including itinerary, dates, activities or location for reasons including but not limited to: the number of confirmed students, weather, environment, health hazards, civil unrest or for any other reason TTS determines, in its discretion, is appropriate.
- TTS will not switch students out of Programs that are altered and, absent application of the TTS Cancellation policy identified in section 3, above, TTS will not grant refunds to students choosing to cancel for Programs that are altered.
- **Further, if TTS determines, in its sole discretion, it must cancel before or during a Program because of an Act of God or other political, social, environmental or other condition beyond its control (force majeure), TTS may suspend its performance, the TTS Cancellation Policy does not apply and no refunds will be granted.**
- In any case, if TTS alters a Program, or, cancels before or during a Program – regardless of whether TTS issues any refund, TTS is not responsible for any costs (such as, but not limited to any indirect, consequential, incidental or other costs/damages) incurred by the student or parent/s, including non-refundable airline tickets or change fees.

#### 5. Insurance:

- **Medical Insurance:** All students must have medical insurance. **Note:** Your personal medical insurance may not cover student's medical expenses. Review your medical insurance to determine if coverage is appropriate, or if a supplemental medical policy is necessary.
- **Tuition Protection, Trip Interruption and/or Cancellation Insurance:** TTS highly recommends the purchase of tuition protection, trip interruption or cancellation insurance to assist in covering some of the costs incurred in the event of cancellation, late arrival or early departure. Please see the TTS Enrollment Packet for more information. The terms and conditions of coverage vary according to the insurance provider. TTS accepts no liability for damages or cancellations. Student/Parent/s should direct all questions regarding travel insurance and its coverage to the insurance provider.

**6. Photo/Statement Authorization:** I (student/parent/s) authorize TTS, and/or parties it designates, to photograph, film, record and/or otherwise capture my/my child's name, image, voice, verbal or written statement, photograph and/or visual likeness (collectively "images") for use in any media throughout the world in perpetuity, including for

sale, reproduction or display on the internet, in publications and/or for any other informational, promotional, educational or other use, without compensation to student/parent/s. TTS owns all ownership and copyright rights in the images and I waive any inspection or approval rights.

**7. Internet Postings; TTS Protected Materials:** TTS encourages students and their families to ‘spread the good word’ about their experiences on Program. At the same time, we expect students and their parent/s to respect our school, and not to disparage TTS in postings on the Internet (websites, Facebook, YouTube, Twitter or other sites). Also, please understand that TTS websites and information contain copyrighted materials, trademarks, protected trade names and logo/marks that are the sole property of TTS, and (other than downloading or printing for personal use), may not be copied, broadcast, disseminated or publicized, without our written permission.

**8. Lost, Stolen or Damaged Property:** TTS is not responsible for a student’s lost, stolen or damaged personal belongings, whether incurred during travel or while on Program. In addition, student and/or their parent/s may be held responsible for damage to, or loss of TTS property or equipment caused by the student. This may include sharing in the group’s collective responsibility for willful equipment/property destruction or loss.

**9. TTS Enrollment Packet and Student/Parent Handbook:** I agree I have read and understand the information contained in the Student/Parent Handbook and the TTS Enrollment Packet, including but not limited to the Student Code of Conduct, and the TTS Essential Eligibility Criteria (Handbook and Enrollment Packet incorporated by this reference), and that my signature below signifies that I understand and will abide by any additional terms contained in those documents.

**10. Student Travel Documents:** Every student must have the required documentation necessary to participate in the Program before the date of departure. This includes, but is not limited to obtaining a passport. Passports must be valid for at least six months after the student’s return date. Student and parent/s are responsible for checking and fully complying with the requirements for travel between the United States and the countries that the student will be traveling to or through. Visit the Department of State at [www.travel.state.gov/](http://www.travel.state.gov/) and the Transportation Security Administration at [www.tsa.gov](http://www.tsa.gov) for more information. TTS’s Cancellation policy (above) will apply if a student is unable to travel because of improper identification, passport or other travel documentation, or any necessary inoculations.

**11. Parental Authority:** If the student is a minor (those under 18 yrs. of age), I (parent) certify and represent that I am the student’s legally authorized parent, and that I have the legal authority to enroll my child in the TTS Program, to permit my child to participate in the TTS Program and all activities, and to execute these Terms and all other required documents for myself and for and on behalf of my participating minor child. To the extent necessary, I agree that I have obtained any and all other pertinent consents or authorities (including any required by a court decree or order; for example, a divorce decree, custody order or joint parenting plan). I fully understand and agree that if my child’s other parent (or anyone else) challenges my authority: a) the child will not be allowed to attend the Program, or, if already on Program, will be dismissed from the Program – in either case, without a refund, if the parents or other parties involved cannot reach agreement, and, b) I will fully defend and indemnify TTS with respect to any claim/s made by the other parent or any person to the fullest extent provided for in the TTS Acknowledgment and Assumption of Risks & Release and Indemnity Agreement or otherwise, including payment of any costs or attorneys’ fees expended by TTS to resolve a dispute.

**I (student and her parent/s):** I have read, understand and agree to the Terms outlined above. I agree to review all Program materials sent, accurately complete all required forms, and abide by the terms of those documents. Parent/s give permission for their child to participate in all TTS activities, whether conducted by TTS staff or outside contractors. I agree that Montana substantive law (without regard to its "conflict of laws" rules) governs these Terms, any dispute student or parent/s have with TTS and all other aspects of the student’s/parent/s relationship with TTS, contractual

or otherwise, and agree that any mediation, suit or other legal proceeding must be filed or entered into only in Gallatin County, Montana. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Montana mediator. **The student and one parent or legal guardian, or both, if available, must sign below.**

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Student Signature /Date /Print name here

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1<sup>st</sup> Parent/Guardian Signature /Date /Print name here

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2<sup>nd</sup> Parent/Guardian Signature /Date /Print name here