

STUDENT NAME: \_\_\_\_\_ PIN: \_\_\_\_\_

High School  Middle School PROGRAM NAME: \_\_\_\_\_ LOCATION: \_\_\_\_\_ SESSION DATES: \_\_\_\_\_ TO \_\_\_\_\_

In consideration of being accepted as a participant in a LeadAmerica program (the "Conference"), the Student and Parent agree to the following:

**AGREEMENT, LIMITATION OF LIABILITY & RELEASE:** The Terms and Conditions set forth in the LeadAmerica Enrollment Application are incorporated herein. Parent and Student release and hold harmless LeadAmerica, its officers, directors, agents, employees, partners, sponsors and affiliates ("LeadAmerica") from and for any claim, injury or other liability of any kind which is caused or contributed to directly or indirectly by the Student, or which results from or during the Student's participation in the Conference. Furthermore, Student and Parent each indemnify LeadAmerica from and for any claim, injury or other liability of any kind which is caused directly or indirectly by the Student. It is understood that LeadAmerica cannot be held responsible for any acts or executive orders of any government authority, "Acts of God" or incidents that may occur on the part of any commercial carrier from the time the Student leaves home until the Student returns home. LeadAmerica will not be responsible or liable for any loss, damage, or delay resulting from any act or omission on the part of any person or company whose services are retained by LeadAmerica for the benefit of program participants, including but not limited to hotels, universities, restaurants, tour agencies, on-site staff, independent contractors, employees, or transportation and travel companies, nor will LeadAmerica be held responsible for any act, error or omission on the part of any Conference participant(s). Additional expenses, if incurred under any of these circumstances, must be borne by the participant. LeadAmerica will not be held responsible for any decision made in response to any problem or situation encountered with a student. Some of the activities during the Conference will be held off-site and the Student may not be directly supervised by LeadAmerica at those times. In any event, liability on the part of LeadAmerica is specifically limited to and shall not exceed the amount of tuition paid by the Student/Parent. LeadAmerica reserves the right to cancel a program before the start date of a program, in which case the sole recourse shall be the refund of any deposit or monies paid to LeadAmerica. No statement, representation, or promise shall be binding on LeadAmerica unless made in writing. LeadAmerica reserves the right to change or modify any portion of the Conference's itinerary without notice before or after a Conference is scheduled to begin.

**COMMUNICATION & PRIVACY POLICY:** Parent agrees that after registration LeadAmerica may communicate with the Student via email. (The Student/Parent may opt out at any time). The Student and Parent grant LeadAmerica permission to use basic student information (i.e. - name, school, hometown) and any statement, photograph, video, audiotape or film in which the student may appear for lawful purposes without compensation. Additionally, should the student opt to serve as an Alumni Ambassador following the Conference, Parent agrees that LeadAmerica may provide email or phone information to prospective parents and students wishing to learn more about LeadAmerica. Except as otherwise agreed to herein, or provided for in the LeadAmerica Privacy Policy, LeadAmerica will not share your email address or other confidential information with another third party, unless requested by a governmental agency or a court of competent jurisdiction. Furthermore, Parent and Student have read, understand and consent to the Terms of Use of LeadAmerica's website and its Privacy Policy as set forth therein at [www.lead-america.org](http://www.lead-america.org).

**ACCESS TO ROOMS:** LeadAmerica and/or Conference Facility/University personnel may enter a Student's room, without permission, for emergency purposes, for maintenance and housekeeping purposes, for fire and safety inspections, to inspect for damage, or if LeadAmerica or Conference Facility/University personnel have any reason to believe that a violation of a LeadAmerica rule, Conference facility rule, regulation, local ordinance, state or federal law or statute has occurred. General room inspections may be conducted periodically without prior notice.

**DAMAGE TO ROOMS AND PROPERTY:** Students are responsible for maintaining their rooms in a clean manner. The Student will be charged for damages to, unauthorized use of, or alterations to rooms, furnishings, appliances, equipment or locks (the "Room") and for any special cleaning necessitated by improper care of the Room. All Students occupying a room are jointly and severally responsible for any and all damage and/or cleaning charges associated with that Room as well as public areas. In the event that damages or theft of University and/or Conference Facility property cannot be assigned to specific individuals, the charges will be divided equally among the residents of the room, suite, floor or building at LeadAmerica's discretion.

**CODE OF CONDUCT:** Student and Parent/Guardian have read, understand and agree to the Student Code of Conduct, Honor Code and the Parent Code of Conduct set forth in the Pre-Conference Handbook and on the LeadAmerica website which is incorporated herein by reference. The Parent/Guardian and Student also understand that LeadAmerica follows a zero-tolerance policy and that any infraction of the Code of Conduct or any other Conference rule may result in disciplinary action, including without limitation, forfeiture of college credit, writing of papers, assignment of chores, forfeiture of social or field trip activities, immediate dismissal, forfeiture of all fees paid, and return home at Student/Parent's expense. Determination of disciplinary actions is at LeadAmerica's sole discretion.

**CANCELLATION & REFUND POLICY:** I understand and agree to the terms of the LeadAmerica Cancellation and Refund Policy as set forth in the Terms and Conditions of Participation incorporated herein. **Spring Conferences:** For cancellations prior to and including February 15, 2010 there is a cancellation fee of \$500; after February 15, 2010 there are no refunds. **Summer Conferences:** For cancellations prior to and including April 1, 2010 there is a cancellation fee of \$350; after April 1, 2010 and prior to and including May 15, 2010 there is a cancellation fee of \$500; after May 15, 2010 there are no refunds. All cancellations must be submitted in writing by the Parent or Guardian as set forth in the Terms and Conditions. Payment Protection Premiums are non-refundable. Participants in the Payment Protection Plan must also notify the Claims Administrator immediately of their cancellation. All Plan claims must be handled directly with the Plan Administrator at Berkely Care. Please refer to Description of Coverage for plan coverage and restrictions.

**ONLINE PAYMENTS:** By signing below, I agree to pay all charges that I have made and will make online in accordance with ACH Debit agreement and/or Cardholder's agreement with issuer.

**MEDICAL AUTHORIZATION, CONSENT FOR TREATMENT, AND RELEASE:** I hereby certify that the Student indicated above is insured, the carrier information provided is accurate, and the health history provided is correct. The Student has permission to engage in all LeadAmerica activities, except as specifically noted by the undersigned. I hereby give permission to LeadAmerica, in its discretion, and without further consent, to place the above-named child in a hospital or with a healthcare provider for treatment, and I further authorize physicians, hospitals and other healthcare providers to treat, hospitalize, administer anesthesia and perform such treatment as is medically necessary, at my expense. I hereby give my permission and authorize a representative of LeadAmerica to treat the above-named child for minor problems such as bug bites and minor scrapes, with non-prescription medications, as necessary, and to provide Advil or Tylenol for headaches. I hereby expressly release and hold harmless LeadAmerica from any liability or potential liability, including any HIPAA claim, for any disclosure made concerning the Student's medical condition(s).

Under penalty of perjury, I acknowledge that the undersigned is the Parent or Legal Guardian of the undersigned Student and that I have read, understand and agree to terms and conditions of each paragraph of the above Student & Parent Agreement and Medical Consent. A fax or copy of this Agreement shall be binding as an original.

Parent/Guardian Signature (required) \_\_\_\_\_ Date \_\_\_\_\_

Student Signature (required) \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name (please print clearly) \_\_\_\_\_

Student Name (please print clearly) \_\_\_\_\_