

## RELEASE AND AGREEMENT

I (or parent/guardian if applicant is under 18) am an applicant for an EF educational tour. By signing the EF Educational Tours Traveller Application, I understand and agree to the following:

1. That all international tours are operated by EF Education First International Ltd., Switzerland, marketed by EF Institute for Cultural Exchange Ltd. and that all domestic tours are operated and marketed by EF Tours Canada Ltd., hereafter referred to as "EF";
2. That my tour begins with the takeoff from the EF departure airport and ends upon completion of the flight back to the EF airport. I further understand that international travel involves certain risks to personal health, safety and property. Many foreign countries do not have the safety and health standards that are present in Canada. I am willing to accept the associated risks and understand that EF cannot guarantee the health and safety of travellers in a foreign trip or eliminate the risk from a foreign environment;
3. To release, indemnify and hold harmless EF and its affiliates (which term shall include parents, subsidiaries, officers, directors, shareholders, agents and employees of EF as well as EF itself) and my school, my school board and Group Leader (the "Released Parties") from, and agree not to sue the Released Parties for, any claims that I may have arising from, or in connection with, any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF sponsored tour. Without limiting the generality of the foregoing, release, indemnify and hold harmless the Released Parties from, and agree not to sue them for any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from the Released Parties' negligence other than from intentional or reckless acts by such parties. I further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities, incidents of politically motivated violence, illness or quarantine, strikes or government restrictions or the acts or omissions of any other agents over which the Released Parties have no direct or indirect control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators. This release also includes activities not offered by EF that may be considered risky including, but not limited to, parasailing, paragliding, parachuting, skydiving, scuba (unless certified) and the use of motorbikes, mopeds, scooters and ATVs. I further release any Tour Directors, bus drivers or other individuals involved in my tour.
4. That the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs, or the Warsaw Convention, or both.

will be treated as a Standard Cancellation according to the policy outlined on p. 12, column 1. If no replacement Group Leader can be found, I will need to cancel and EF's Standard Cancellation Policy will apply. I may also request that EF place me with a new tour group. If EF cannot find a new tour group for me, EF's Standard Cancellation Policy will apply.

11. That I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any personal damage I cause to hotel rooms, buses or other property.
  12. That this agreement and EF's Booking Conditions (and the respective addendums for Customizer Tours and EF and Me to We Service Learning if traveling on those tours) constitute the entire agreement between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of EF, or by my school or Group Leader. This agreement may be amended or modified only in writing, signed by both parties. The waiver by EF of any provision of this Agreement shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.
  13. That this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the province of Ontario and the laws of Canada applicable thereto. In the event of any claim, dispute or proceeding arising out of my relationship with EF, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the Courts of the province of Ontario.
  14. That EF may use any film likenesses taken of me and any of my comments while on an EF tour for future publicity and also use my contact information for future EF promotions.
  15. That EF recognizes the importance of protecting our customers' privacy and follows the guidelines set out by the federal Personal Information Protection and Electronic Documents Act (PIPEDA). PIPEDA governs how EF can collect, use and disclose customers' personal information. EF does not sell or rent personal information. EF does, however, disclose all or part of it to certain third parties who process data, or require access to the information in order to provide their services. In certain circumstances that information may be processed in a foreign country and may be accessible to law enforcement and national security authorities in that foreign country.
- Sign your application only when you have read in full and understood the contents of this release and agreement.*

## EF'S RULES OF THE ROAD

Your child's Tour Director and Group Leader will work together to provide a safe travel experience, but everyone must cooperate and use good common sense while on tour. All travelers must adhere to the following regulations while on tour:

### ALL TRAVELERS MUST ADHERE TO THE FOLLOWING REGULATIONS WHILE ON TOUR

- All scheduled activities are obligatory.** If your child is sick or has a physical ailment that might prevent them from participating in an activity, they must tell the Group Leader, who will notify the Tour Director.
- If your child wants to visit friends or relatives while on tour,** they must tell the Group Leader before the tour departs. The Group Leader must obtain the permission of the parents and school administration and give the details to their EF Tour Consultant by 30 days prior to departure.
- Travelers are expected to respect any nightly curfew.** For the children's own safety and security, room checks will be conducted at the Group Leader's discretion. Visitors or group members of the opposite sex are not permitted in your child's room.
- Smoking is not allowed on buses,** during meals, in hotel rooms or any other shared, enclosed space.
- Hitchhiking or the driving/renting of any motor vehicle** is strictly forbidden for all travelers.
- Your child is required to pay for any phone calls or incidental personal expenses incurred at hotels.** These will be payable the evening before departure at each hotel.
- Travelers under the age of 18 may not consume alcohol on tour.** Travelers over the age of 18 (or older, if local laws require) may consume beer or wine in moderation. The consumption of hard liquor is strictly forbidden. The Group Leader may prohibit alcohol consumption at their discretion. Excessive drinking by any traveler will not be tolerated.
- Illegal activities will not be tolerated and are punishable by immediate dismissal from the tour.** If the local authorities are involved, your child will be subject to the laws of the country they are visiting.
- Payment for damage done to hotel rooms or to buses is your child's responsibility.** If your child notices any damage upon arrival at a hotel, they should notify the Tour Director immediately.
- WHEN YOU ENROLLED ON YOUR TOUR**
- You agreed to EF's Rules of the Road which can also be found on your personalized website. If your child does not conform to these regulations, they risk disciplinary action and possible dismissal from the tour, returning home at your expense. That decision is up to EF and/or the Group Leader. Additionally, if your child does not adhere to specific rules set by their Group Leader, they have the ability and support of EF to send your child home early from tour at your expense.
- PRE-AUTHORIZED DEBIT AGREEMENT**
- I/we authorize EF and the financial institution designated to begin deductions as per the pay schedule I/we selected in the Automatic Payment Plan and/or a one-time payment as outlined in writing to EF, per transaction.
- I/we understand that by enrolling in the Automatic Payment Plan, I/we authorize variable monthly or biweekly recurring payments for the amount of the account balance, which is divided into the number of charge dates available 25 days prior to departure, to be debited from my/our specified account until paid in full. This authorization is to remain in effect until EF has received written notification from me/us of its change or termination, or upon completion of my scheduled Automatic Payment Plan as outlined in the Automatic Payment Plan Terms and Conditions. This notification must be received at least ten (10) business days before the next debit is scheduled by logging into my EF secure website or by mailing EF a cancellation form. I/we may obtain a cancellation form by calling EF at **1-800-263-2806**.
- EF may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least ten (10) days prior written notice to me/us.
- I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on my recourse rights, I/we may contact my/our financial institution or visit [payments.ca](http://payments.ca).
- Questions? Call us at **1-800-263-2806**