

INESLE - Spanish Summer Program in Madrid - SPAIN

TERMS AND CONDITIONS - Form **0**

Student Name:

Last (family) *First* *Middle*

Gender: M F Date of Birth: ____/____/____ Social Security Number: _____
Month/Day/Year

Home Address:

Street and Apt Number

City *State* *Zip* *Country*

Present School: _____ Current Grade: _____
7 8 9 10 11 12

School Address:

Street and Number

City *State* *Country* *Zip*

Mobile Phone: _____ E-mail address: _____

Number of Passport: _____

Father's Name:

Last (family) *First* *Middle*

Daytime Phone: _____ E-mail address: _____

Home address if different from applicant: _____

Mother's Name:

Last (family) *First* *Middle*

Daytime Phone: _____ E-mail address: _____

Home address if different from applicant: _____

TERMS AND CONDITIONS:

I/We are the parent or guardian of _____, an student at INESLE Madrid - Spanish Institute. By completing, signing and submitting all the application and admission forms, I understand and agree to the following:

1. Expenses:

The following expenses are not included in the program price: personal spending money, airfare, meals during hiking at Camino de Santiago.

2. Regulations:

Students are subject to the rules of the school as well as to Spanish government laws. Serious infractions may warrant dismissal from the program, repatriation to the home country, and legal prosecution. No refunds will be made for dismissals or withdrawals.

3. Payment:

€100 non-refundable deposit is required with the application. The program fee, 4150 Euros, is due upon acceptance.

I/We are responsible for any and all required payments and charges applicable to the Program, even if another party is paying them on my behalf. I understand that during the Program, there may be unforeseen expenses that Participant will incur, which I will bear.

4. Refund and Cancellation:

Once the enrolment contract has been signed, and the deposit received, the payer will be responsible for full payment of tuition and fees. All program fees are non-refundable.

There will be no refunds for students who voluntarily withdraw for any reason after the program has started.

If a student is dismissed from the program for any reason, no refund will be provided and the cost of transportation home within 24 hours will be the parents' financial obligation. There will be no refund for a student who is asked to leave the program for the use of tobacco, drugs or alcohol, non-notification of a serious medical condition, or violating the rules of the program, which is determined at the sole discretion of the program directors.

We reserve the right to cancel INESLE program with fewer than 18 students. Full refunds of tuition fee will be given if we cancel a program.

INESLE reserves the right to cancel the program if it has not enrolled enough students before the beginning of the course's instruction. INESLE may also cancel the program based on their internal criteria. In the case of the program cancellation, all enrolled students are notified by email and given a full refund of the course fee.

5. Liability and Release:

5.1. I/We understand and agree that the summer program in Madrid is operated by INESLE Madrid - Spanish Institute, Spain (Carlos Aguado San José), and is marketed and referred to as INESLE.

5.2. I/We understand that the program begins when my child arrives in Madrid and ends upon the departure from Madrid. I/We further understand that international travel involves certain risks to personal health, safety and property. Spain may not have the safety and health standards that are present in the United States, and I am willing to accept the associated risks and understand that INESLE cannot guarantee the health and safety of participants in an overseas trip or eliminate the risk involved with travelling.

5.3. I/We, the undersigned, agree to release and hold harmless to INESLE and its affiliates (which term shall include parents, officers, directors, agents and employees of INESLE as well as INESLE itself and my child's school, school committee and group leader (the 'Released Parties') from, and agree not to sue the Released Parties for, any and all claims, demands, actions, lawsuits, settlements, judgments, damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, physical, property or other damage that my child may suffer from any cause whatsoever related in any way to his/her participation in any INESLE sponsored activity. I/we further agree to release and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorist activities, instability in Spain, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions that make it impossible or commercially unreasonable in the opinion of INESLE to conduct the program, 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. I/We understand and acknowledge that INESLE does not own or operate any entity that provides goods or services to the program. I/We further release any tour directors, bus drivers or other individuals involved in the program. This release also includes activities not offered by INESLE that may be considered risky.

5.4. I/We understand and agree that INESLE shall have no liability or responsibility for my child when he or she is absent from INESLE supervised activities or for non-INESLE supervised activities, such as visits to friends or relatives.

5.5. I/We understand and agree that INESLE reserves the right to refuse, cancel or rescind an offer of admission at their sole discretion.

5.6. I/We agree that my child will abide by INESLE's rules and by the directions of INESLE's personnel during the program. Failure to do so may result in INESLE expelling my child from the program immediately. I/We understand that to disobey such rules or directions is to waive the right to a refund of any part of my program fees, and that INESLE may then send my child home at my own expense.

5.7. I/We agree that my child will abide at all times by all local laws while in Spain as well as all Andover Public Schools policies on student behaviour, student handbook rules and regulations, and INESLE rules including those concerning drugs and alcohol. I understand that if my child abuse or disobey such laws, even unintentionally, I/We waive my right to a refund of any part of the program fees, and INESLE may send my child home at my own expense. I/We also understand that should local authorities be involved, I/We will be subject to the laws of Spain.

5.8. I/We understand and agree that if my child becomes ill or incapacitated, INESLE and its employees, may take any action they deem necessary for my child's safety and well-being, including securing medical treatment (at my own expense) and transporting my child home. INESLE retains the right, in its sole discretion, to contact you as the participant's parent(s) and/or guardian with regard to health issues or any matter whatsoever that relates to the program. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, INESLE will attempt to ensure that appropriate treatment is administered, and I/We authorize INESLE to do so. INESLE, however, makes no warranty that an effective (or any) emergency treatment will be administered.

5.9. I/We understand and agree that INESLE has the right to make changes in the program itineraries.

5.10. I/We understand that it is my responsibility to secure the necessary travel documents (passport and visa[s]). Failure to do so does not constitute grounds for a refund.

5.11. I/We understand that I will be required to pay for any phone calls or incidental personal expenses that my child incurs at the host homes, as well as for any damage my child causes to the host homes, buses or other property.

5.12. I/We understand that this program has been designed for Spanish language students, as reflected in the pacing, educational content, accommodations and other aspects of the program.

5.13. I/We understand and agree that this agreement along with the other forms I/We completed and submitted to INESLE during the application process constitute the entire agreement between INESLE 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 INESLE, or by my child's school district administrator, teacher or group leader. This agreement may be amended or modified only in writing, signed by both parties. The waiver by INESLE 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.

5.14. I/We understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of Madrid (Spain). In the event of any claim, dispute or proceeding arising out of my relationship with INESLE, 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 Madrid City of “Comunidad de Madrid” (Spain).

5.15. I/We understand that this program is not sponsored by any public school, public school district or other public entity, and is operated and organized by a privately owned company.

Sign only when you have read in full and understood the contents of this Release and Agreement.

6. Use of film likenesses:

I/We, the undersigned, understand and consent that INESLE may use any film likenesses taken of the student and any quotes made by the student while participating in the INESLE program in any promotional materials and that the publication and distribution of these materials may extend for several years beyond this date.

Required Signatures:

I/We, the undersigned, have read, understand and agree to comply with all INESLE terms and conditions. I/We, the undersigned, agree to the terms and conditions as set forth in this application and understand that any agreement written or otherwise between INESLE and the undersigned cannot be modified except in writing by INESLE.

I/We, the undersigned, certify that all information provided in this application process including the personal statement/essay is the student’s own work and is factually true and honestly presented.

I/We, the undersigned, certify that we have funds to cover the educational and personal expenses of the student and will be responsible for all expenses incurred while enrolled in the program.

Sign only when you have read in full and understood the contents of this Terms and Conditions.

Parent’s/Guardian’s Signature (mother): _____ Date: _____

Parent’s/Guardian’s Signature (father): _____ Date: _____

Student Signature: _____ Date: _____

Please sign this application and return it to the following address: