



## **Global Leaders Participant Agreement:**

This Agreement provides the terms of \_\_\_\_\_'s (student's name) (hereinafter the "Student") participation in the program (hereinafter the "Program") provided by Global Leaders, Inc., a Colorado non-profit corporation (hereinafter "GL") beginning September, 2021 through the completion of the trip currently scheduled for \_\_\_\_\_ (hereinafter the "Trip"). The Student together with the Parents/Guardians identified below are hereinafter collectively the "Participants". GL and Participants are hereinafter collectively "the Parties".

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

For good and valuable consideration, including the mutual terms set forth hereinbelow, the receipt and adequacy of which are hereby acknowledged, the Parties enter into this Participant Agreement (hereinafter the "Agreement") and mutually agree as follows:

### **1.) Acceptance of Mission**

#### **a. Understanding of GLs' Program.**

Participants have read the GL program brochure and GL website and are very knowledgeable about the Program that they are joining.

#### **b. Understanding of GLs' Mission**

Participants understand that the GL Program is educational in nature and that GL's mission is to promote international understanding, educate youth in peace, justice, and environmental issues, foster cross-cultural understanding, strengthen communities and families, unite diverse communities, build international ties, and foster the tangible hope of lasting peace. Participants understand that by participating in a GL program, Participants are ambassadors of GL and the United States and they will uphold the ideals of building friendship, an ethic of service, generosity and goodwill in themselves and others throughout the Program.

Participants will assume a responsibility to contribute positively to the group and to take an active interest in getting to know all group members. For travel programs, Participants understand that the only unscheduled individual (non-group) time on trips occurs within the Student's homestay or hostel residence. Participants can allow room for surprise and adventure throughout the Program and on the Trip, are enthusiastic about the Program and agree to contribute positively.

## 2.) Fees and Expenses

### a. Program/Trip Fees.

The price of the Program/Trip (the “Program Fee”) which Participants agree to pay to GL includes the inclusions advertised on the brochure for the Program/Trip for which Participants have signed up, specifically for (circle one): **Guatemala Puerto Rico Fort Collins, Local.**

The Program Fee will be \$ \_\_\_\_\_. Additionally, if participating in a travel program, Participants agree to pay for airfare and travel insurance (approx. \$ \_\_\_\_\_).

For families requesting financial assistance, the final Program Fee will be agreed upon after the finalization of a Financial Assistance Request. For Fort Collins Local Programs the Program Fee covers all programming, local service project costs, staffing and project management. Internationally the Program Fee includes: room and board, language school; additional activities, park entrance fees and excursions, and transportation associated with excursions.

**Participants agree (jointly and severally) to pay the full Program Fee and travel costs to GL 90 days prior to the Trip. If applicable, Participants shall also pay airfare and travel insurance prior to the Trip. For full pay local programs, payment shall be made prior to the start of the Program. Families in our financial assistance or payment plans pay based on individual agreements.**

### b. Additional Travel Associated Fees.

Participants are additionally responsible to pay for any vaccinations required by Global Leaders, passport fees and \$150 tip money for the host family or hostel employees, language school instructor and other staff of the host destination. Phone calls or incidental personal expenses that Student incurs during the Trip, as well as any damage that Student causes to hotel rooms, buses, or any other local property throughout the duration of the Trip are the exclusively responsibility of Participants. Any costs or expenses of the Trip not otherwise paid by GL pursuant to this Agreement are the sole responsibility of Participants.

Participants additionally agree to raise funds for the GL Local and International Project Fund, or according to Participants’ financial aid agreement. Fundraising can be an extremely positive and empowering experience. Participants understand that the money raised for the Project Fund **does not** go towards Participants’ Program Fees. The proceeds from the project fund are used for the projects GL undertakes locally, in Guatemala, and in Puerto Rico including school construction, stove installation, reforestation, and more.

**Participants additionally agree (i) to participate in 3 GL fundraisers (ii) to Coffee sales (minimum 10 bags), Auction or other event Ticket sales (minimum 6 tickets sold) and (iii) Letter campaign (23 letters sent out).**

### c. Postponements, Cancellations, Removal of Student from GL Program and Trip-Refunds.

GL reserves the right to cancel or postpone the Student’s Trip in its sole discretion in the event of extraordinary circumstances, including but not limited to currency fluctuations in Student’s travel location of 10% or more, unforeseen operational difficulties, global political instability, environmental and/or health instability, virus outbreaks, potential danger, or instability in the host country or destination. **Participants waive the right to a refund of \$1500 of their Program Fee in the event of a trip Cancellation or postponement by GL under the foregoing circumstances. In the event of a trip cancellation or postponement for any reason, Participants shall have the right to a refund for any air fare if GL purchased the tickets for the Student, GL is able to obtain a refund and Participants paid for the tickets in full. If GL is unable to procure a refund of airfare that it purchased for the Student, then Participants may seek a refund themselves, but shall have no further recourse against GL. Non-refundable funds are used for local and international service projects, local and international: programming, staff compensation, leadership development internationally, fees and costs associated with maintaining offices in the US and abroad.**

If Participants remove the Student or if GL removes the Student from the Program/Trip for any behavior or safety related reason, **Participants waive the right to any refund of the Program Fee, provided however that Participants may seek a refund of airfare that they paid under the same terms and conditions as stated in Paragraph 2(c) above.**

**d. Fees for Returned Checks Written with Insufficient Funds.**

GL charges \$45 for returned checks written with insufficient funds. Participants will pay the \$45 fee and provide a new check with good and sufficient funds for the original amount within 15 days of notification.

**3.) Travel**

**a. Finalizing Departure and Return Dates.**

Participants will not schedule anything during the three days prior and following the advertised trip dates in the event that travel dates are moved up or back. Fluctuations in air ticket prices and/or school schedules may change departure and return from published dates.

**b. Inoculations, Securing of Passports, Travel Documents and Loss thereof.**

It is Participants sole responsibility to secure the necessary travel documents, e.g. passports (and/or visa in the case of some non-U.S. citizens). If Participants are not U.S. citizens it is their sole responsibility to obtain, in advance, any visas and other documents which may be required to enter all the countries on GL's itinerary and to re-enter the United States. (Participants with passports from countries other than the U.S.A. must contact the local consular offices of the countries they will be visiting to obtain the necessary visas.) Such visas are not obtainable on the spot overseas. Whether a U.S. citizen or not, **Participants agree to indemnify and hold GL harmless** in the event that Participants are unable to obtain the necessary documents for participation in the program. GL is not responsible for loss of passports, airline tickets (when not in the possession of a Group Leader), and other documents, or for loss of or damage to luggage or any other passenger belongings. GL is not responsible for locating lost property. In the case of a lost airline ticket, Participants are solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement. Participants understand that they are exclusively responsible for making appointments and paying for any inoculations that Participants have chosen to get for the Student and any medicines that Student chooses to take prior to and in preparation for the Trip.

**Upon GL's request, Participants will submit photocopies of passport and documentation of travel inoculations no later than 30 days prior to departure.**

**c. State Department Web Site.**

Participants will review the United States Consular Information for the country(ies) of destination at [www.travel.state.gov/travel](http://www.travel.state.gov/travel) and will request detailed information from GL if they do not have Internet web access.

**d. Insurance/Trip Cancellation/Interruption Insurance.**

Participants understand and agree that if medical insurance is required, in most cases, Participants medical insurance is the primary insurance, GL's insurance is the secondary insurance and that Participants insurance policy will be used first. GL carries General Liability and medical insurance to cover activities within the USA and internationally. GL also purchases supplemental travel emergency medical insurance. This insurance is also secondary to Participants medical insurance. Supplementary insurance includes: medical benefit coverage with coinsurance, emergency evacuation, return of mortal remains, Accidental Death and Dismemberment, Political Evacuation.

**4.) Personal Conduct**

**a. Conduct.**

Participants understand and agree that for the health, safety and welfare of staff and students, GL requires that all rules and regulations it establishes be observed. Participants understand and agree that the Student must exercise caution and common sense at all times to avoid illness and injuries. This includes programming and activities in Student's local community and during trips. It is the Student's responsibility to take reasonable precautions to stay safe and healthy. The

Student will refrain from forming cliques, which undermine group cohesion and will put the group's safety before Student's individual wants. The Student will always speak Spanish (or attempt to) when in the company of Spanish speakers and when asked by GL Leaders. The Student shall not consume alcohol or take any controlled substance not otherwise prescribed by a physician while on the Trip. Student understands that there are many limitations/differences as to what is considered acceptable behavior outside Student's home town and will use his/her best efforts to comply with local rules/regulations/laws.

**b. GL Rules.**

Participants understand and agree to GL's non-Negotiable Rules (violation of which shall constitute grounds for removal from Program) including but not limited to the following:

1. Use and/or the pursuit of use of alcohol, illegal drugs, prescription drugs (for which Student does not have a prescription) or tobacco products.
2. Participation in exclusive relationships, sexual activity, or any intimate involvement with other students.
3. Unauthorized absence from the group, home stay or leaving the group at any point.
4. Disrespect, insubordination, or putting self or others or the GL reputation at risk or in jeopardy including any activities that threaten the physical or emotional safety of others including but not limited to harassment, theft, defiance of policies, illegal activity, whether intentional or due to ignorance.
5. Failure to abide by all host country and United States laws;
6. Failure to abide by the GL Commitment Form and this Agreement.

Participants realize that laws differ between countries, and agree to abide by the most restrictive of these laws at all times. Participants understand that should local authorities be involved, Participants may be subject to the laws of the country that the Student is visiting.

**c. Misconduct and Expulsion.**

Participants agree that if the Student violates GL's rules or acts in a manner in which, at GL's sole discretion, subjects any GL program, student, or other participant, leader or host to any risk of harm or disrespect, Student may be immediately expelled from the Program. Under such circumstance, Participants waive any right to a refund of any part of any Program Fees paid or owed. Participants understand and agree that under such circumstance that GL shall have the unconditional right to send the Student home at Participants expense, (or in the case of misconduct prior to the trip, expel the Student from the GL program). If airline reservations have already been made at the point Student is expelled from the Program, Participants waive my right to any refund but will be given ownership of that air ticket. Additionally, Participants agree to pay for all costs associated with sending the Student home early including, but not limited to, change of airline fees, ground transportation, and additional labor by GL leaders.

**5.) Health and Safety**

**a. Illness.**

If Student becomes ill, incapacitated or extremely homesick, GL may take any action it deems necessary for the Student's safety and well-being, including securing medical treatment and transporting the Student home at Participants' sole expense. Under such circumstance, Participants Program Fee and travel costs shall be non-refundable.

**b. Costs of Special Medical Attention.**

Participants will be fully responsible for all costs and expenses which may be incurred in providing any special services to the Student, including any costs of rescue, special travel, medical attention or other special outlay for the Student personally. **Participants will reimburse GL and its staff for any costs of these services that may be incurred or expended by them for Students benefit or that are provided at Student's request.** Participants authorize GL to provide for or procure such medical attention for the Student as may be needed at the discretion of GL.

**c. Cost of Trip Delays**

Participants will be fully responsible for all costs and expenses which may be incurred due to changes in travel itinerary. Any costs, including but not limited to, travel, hotel, food, and transportation, not covered by the airline or Global Leaders' travel insurance shall be the sole responsibility of the Participants. Participant payments for trip delay costs will be due 10 days after return from travel.

**6.) Releases, Waivers and Indemnity.**

**a. Right to refuse Policy.**

GL reserves the right to refuse or cancel any registration/Student in the event of any material breach of this Agreement by Participants. If a Student's registration is terminated based on a material breach, Participants Program Fee shall be non-refundable and GL shall retain any additional rights and remedies it may have arising from the breach. GL additionally reserves the right to refuse any Student prior to the trip and/or send a student home prematurely if the student causes discord in the group or with any program associated with GL. Participants understand that being selected to participate in the Program by GL does not guarantee a spot on a trip and that Participants must complete all the requirements asked of Participants in order to earn Student a spot on the Trip. In the event that GL refuses or cancels any registration/Student at its discretion without material breach by Participants, Participants sole and exclusive remedy shall be a refund of Participants Program Fee.

**b. Air Carrier and Personal Property Loss.**

Participants understand and agree that the air carriers' liability for loss or damage to baggage, or for death or injury to person or property, may be limited by their tariffs, the Warsaw Convention and/or other agreements, terms or conditions. Participants understand that the air carriers assume no responsibility during such time that Student is not on board their aircraft. GL shall have no responsibility to or for any Student when absent from GL-supervised activities, such as visits to friends or relatives, or during stay-ahead/stay-behind option periods. Participants agree that GL will not be held responsible for the loss, theft, or damage of personal property or equipment.

**c. Changes in Itineraries and Program.**

Participants understand that travel is inherently unpredictable, and that GL has the right to make changes to all aspects of the tentative/published tour itinerary and transportation arrangements, including but not limited to the use of substitute airlines, offer alternate activities, or cancel activities when GL, its guides, or its affiliates deem it in the best interest of the group for any reason. Student's Trip is intended to include those things advertised on the current year GL brochure for the Trip, but is subject to change, within the discretion of GL. No warranties, representations, terms or conditions apply to Student's trip unless expressly stated within this Agreement. No oral statements made by Group Leader(s), teachers, or anyone else otherwise affiliated with GL shall be binding and such statements may not be relied upon by Participants. Each trip begins with the takeoff from the GL departure gateway, under the presence of a Group Leader, and ends upon completion of the flight back to the GL gateway with a Group Leader. The official length of the trip does not include any stay ahead/stay behind options Participants may choose. GL reserves the right to make changes in itinerary sequence, reversal of trip direction, airlines, hotels, field trips, activities, on certain dates, especially holidays, on which some activities may be closed. GL reserves the right to substitute activities. Participants understand and agree that GL reserves the right to reassign Participants a replacement teacher/Group Leader.

**d. Use of Images.**

Participants give GL permission to use Participants' pictures and image(s) taken related to Student's involvement in GL programs in any form. Participants consent to allow GL to use recordings of Participants' voice and/or video made in connection with any GL event for broadcast and non-broadcast distribution of any radio, television, web (internet), print or other media program for the purpose of promoting GL and its work. Participants hereby release GL, and its partners organizations, including but not limited to GL Service Partners and media representatives, as well as their officers, owners, agents and employees, from any and all claims, demands, actions, causes of action of every name and nature which Participants might have against them as a result of such media, broadcast, news article, television program, or web feature.

**e. Carpool Permission and Release of Liability.**

Participants authorize the Student to ride in carpools for GL. Participants understand that the carpool drivers provide the primary insurance. GLs' auto liability insurance is secondary. In the event that auto insurance is required, the carpool driver's insurance would be used first. GL's insurance would only be used in the event that additional insurance is required.

**f. Release from Liability, Waiver of All Claims, Assumption of Risk and Indemnity Agreement.**

Participants agree to and do hereby release GL, its officers, directors, shareholders, leaders, volunteers, attorneys, agents, representatives, hosts, related entities, assigns and successors, employees and Student's school and any Group Leader(s) (collectively the "Released Parties") from, and agree not to sue such entities or persons for any claims that Participants may have arising from, or in connection with, any property damage that Participants may suffer from any cause whatsoever during or with respect to any activities, Programs or Trips sponsored, organized, engaged in by, through or under GL, including, without limitation, the Program and Trip made the subject of this Agreement (hereinafter the "Activities"). Additionally, without limiting the foregoing, Participants' release and agree not to sue the Released Parties and or any carpool driver from and for a physical or property damage or personal injury that Participants may suffer from any accidents resulting from car pools.

Participants are aware that there are serious dangers and risks involved in participating in Global Leaders activities including local programming, and travel to and from Central America and Puerto Rico, as well as other travel destinations, including but not limited to the following: (1) civil unrest, war and terrorist activity; (2) dysentery, diarrhea and similar conditions that may be associated with unclean drinking water and food and an unfamiliar diet; (3) the risks of air, foot and motor travel; (4) inadequate medical care and treatment; illness, including exposure to viruses or bacteria. **Participants understand that, among other illnesses and viruses, Coronavirus, COVID 19 is an extremely contagious virus that spreads easily and that Federal, State and Local authorities have recommended various means and guidelines to prevent the spread of the virus. COVID 19 can lead to severe illness, personal injury, permanent disability and death. Participation in programs offered by GL could increase the risk of contracting COVID 19. GL cannot and does not warrant that COVID 19 infection will not occur through participation in its programs. Participants acknowledge and assume the risk of becoming infected as a result of participating in GL's Program and/or the Trip (which risks include personal injury, disability, medical expenses and/or death).**

Therefore, in consideration of the agreement of GL to allow Student to participate in GL's Program, Trip and other activities (the "Activities") and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Participants additionally agree as follows:

1. The Student is eighteen (18) years of age or older. Provided, however, that if the Student is not eighteen (18) years of age or older, the person(s) signing this Agreement in addition to the Student is/are the parents and/or legal guardians of the Student and that all signators hereto have fully read and understand the meaning and consequences of this Agreement;

2. Participants understand that the Activities that Student will engage in under the GL program may be rigorous and strenuous and otherwise involve a risk of illness or injury. Participants declare that the Student is physically and mentally competent and fit to engage in the Activities, that Student does not suffer from any conditions that would restrict Student's ability to engage in the Activities, that Student is not engaging in the Activities against medical advice, that Student has not been diagnosed with any illness or condition and is not undergoing any treatment or taking any medication which might affect Student's ability to safely engage in the Activities.

**PARTICIPANTS ARE AWARE OF THE RISKS ASSOCIATED WITH THE ACTIVITIES OFFERED BY GL AND PARTICIPANTS HAVE VOLUNTARILY CHOSEN TO PERMIT STUDENT TO ENGAGE IN THE ACTIVITIES AT PARTICIPANT'S OWN RISK. PARTICIPANTS AGREE TO ASSUME AND ACCEPT ALL RISKS, KNOWN OR UNKNOWN, NOW EXISTING OR HEREINAFTER ARISING, FROM THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO RISK OF PHYSICAL INJURY, ILLNESS, PAIN AND SUFFERING, DISABILITY, ECONOMIC AND NON-ECONOMIC LOSS OR DEATH (THE "INJURIES") AND WHETHER SUCH INJURIES ARISE OUT OF STUDENT'S OR PARTICIPANT'S OWN NEGLIGENCE OR THE PURPORTED NEGLIGENCE OF GL OR OTHERS OR FROM GL'S EMPLOYEES, REPRESENTATIVES, VOLUNTEERS, TRAINERS, MEMBERS OR OWNERS.** In the event that Student requires any medical care or treatment, Participants authorize GL and its employees, staff and volunteers to provide any emergency medical treatment ("Medical Treatment") deemed necessary, including but not limited to first aid, CPR, use of AED's, emergency transport and sharing medical information with medical personnel. Participants agree to assume exclusive financial responsibility for the costs of any such Medical Treatment.

**3. PARTICIPANTS' ON THEIR OWN BEHALF AND ON BEHALF AND ON BEHALF OF PARTICIPANTS' PERSONAL REPRESENTATIVES, ASSIGNS, SPOUSES, HEIRS, ESTATE, PARTICIPANTS AND ANY MINOR STUDENT(S) HEREBY RELEASE AND FOREVER DISCHARGE GL, TOGETHER WITH ITS EMPLOYEES, STAFF, TRAINERS, VOLUNTEERS, OWNERS, OFFICERS, MEMBERS, MANAGERS, AGENTS, SERVANTS, REPRESENTATIVES, AFFILIATES, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FROM ALL PRESENT AND FUTURE CLAIMS, LOSSES, ACTIONS AND CAUSES WHICH PARTICIPANTS MAY HAVE OR MAY HEREAFTER HAVE ON ACCOUNT OF ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS OF ANY SORT SUSTAINED BY PARTICIPANTS AND/OR STUDENT DURING, ARISING FROM, CONCERNING OR RELATING TO THE ACTIVITIES OR MEDICAL TREATMENT, WHETHER OR NOT THE LOSS, DAMAGE OR INJURY RESULTED FROM THE NEGLIGENCE OF THE RELEASED PARTIES, ANY OTHER PERSON OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR FAILURE OF THE RELEASED PARTIES TO USE DUE CARE WITH RESPECT TO THE ACTIVITIES OR ANY OTHER NEGLIGENT OR WRONGFUL ACT OR OMISSION OF THE RELEASED PARTIES (THE "RELEASED CLAIMS") EXCEPTING ONLY A RECKLESS ACT OR OMISSION, INTENTIONAL, WILLFUL OR WANTON CONDUCT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS,**

4. PARTICIPANTS' ON THEIR OWN BEHALF AND ON BEHALF OF THEIR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, SPOUSES, ESTATES, AND ANY MINOR STUDENT WAIVE AND RELINQUISH PARTICIPANTS RIGHT TO FILE SUIT AND PROMISE NOT TO FILE SUIT AGAINST THE RELEASED PARTIES FOR ANY PERSONAL INJURY, DEATH OR DAMAGE SUSTAINED BY PARTICIPANTS AND/OR THE STUDENT IN ANY WAY RELATING TO, CONCERNING OR ARISING FROM THE ACTIVITIES OR RELEASED CLAIMS, INCLUDING DAMAGES PURPORTEDLY ARISING OUT OF NEGLIGENCE OF THE RELEASED PARTIES AND/OR ANY CLAIMS BROUGHT ON BEHALF OF ANY MINOR STUDENT AND PARTICIPANTS SHALL PAY ALL COSTS AND ATTORNEY'S FEES FROM ANY LEGAL PROCEEDINGS WHICH PARTICIPANTS MAY BRING OR WHICH MAY BE BROUGHT ON PARTICIPANTS BEHALF CONTRARY TO THIS AGREEMENT. PARTICIPANTS FURTHER AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY LIABILITIES, DAMAGES, ATTORNEY'S FEES, COSTS OF DEFENSE AND CLAIMS THAT MAY BE BROUGHT AGAINST THEM BY PARTICIPANTS OR ANY THIRD PARTIES ARISING FROM ANY INJURIES THAT THEY MAY CLAIM CONCERNING, ARISING FROM OR RELATING TO ANY ACTS OR OMISSIONS OF ANYONE IN ANY WAY CONCERNING THE ACTIVITIES OR THE RELEASED CLAIMS AND WHETHER SUCH CLAIMS AGAINST THE RELEASED PARTIES ARISE AS A RESULT OF THE PURPORTED SOLE, JOINT AND/OR SEVERAL CONDUCT OF PARTICIPANTS AND/OR THE RELEASED PARTIES, OR ANY OF THEM, AND/OR IS PURPORTEDLY DUE TO THE RELEASED PARTIES' OWN WRONGFUL CONDUCT.

7.) **Additional Agreements.**

a. Participants have carefully read this Agreement and fully understand its content. Any agreements, decisions and choices made by Participants under this Agreement are voluntary and informed. Participants agree that this Agreement has been entered into voluntarily without duress or coercion, that this Agreement is clear and unambiguous and that GL is relying upon this Agreement in providing the Activities to Participants. Participants agree that if any provision of this Agreement is determined by a court to be illegal, invalid, void or unenforceable for any reason, the illegal, invalid, void or unenforceable provision shall be automatically severed from this Agreement and remainder of this Agreement shall be given full force and effect. If any provision of this Agreement is determined by a court to be overbroad, such overbroad provision shall be modified by such court to the extent necessary to allow the intended effect without being overbroad to be otherwise enforced.

b. This Agreement cannot be waived or modified orally and it can only be modified or waived by a written document signed by both Participants and GL. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. No verbal promises, inducements, or agreements not stated herein, including but not limited to any oral statements made by any agents or employees of GL, or by any school or group leader, or any other person associated with GL exist.

c. Participants have been given a reasonable opportunity to review this Agreement, with advice of counsel. This Agreement shall be GOVERNED BY, CONSTRUED, INTERPRETED AND ENFORCED ACCORDING TO THE LAWS OF THE STATE OF COLORADO AND IT IS PERFORMABLE IN WHOLE OR IN PART IN LARIMER COUNTY, COLORADO. Venue for any disputes concerning this Agreement shall lie exclusively in Larimer County. If GL is forced to bring legal action to enforce this Agreement, then Participants agree to pay GL's reasonable costs and attorney's fees arising therefrom.

d. Should GL decline or fail to enforce any breach(es) of any provision(s) of this Agreement, such failure and shall not constitute a waiver of GL's right to enforce any other ensuing breach(es) or any other provision(s) of this Agreement.



e. Any claim or controversy arising under this Agreement shall be first mediated and if not settled then submitted to binding arbitration before a single arbitrator in Colorado in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect and pursuant to C.R.S. 13-22-201 et seq. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof in the State of Colorado. Costs of mediation and/or arbitration shall be paid by the Party incurring the same, provided that the Arbitrator may award attorneys fees in the event of a breach of the terms of this Agreement. If any Party brings suit in contravention of this paragraph, all attorneys fees and costs paid or incurred by the Party(ies) in defending such suit and effectuating the terms of this paragraph shall be paid by the Party bringing such suit until the terms of this paragraph are complied with. Notice of a demand for arbitration shall be provided in writing to the other Party(ies) to the agreement and with the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Any demands for arbitration shall be made within six months after the claim, dispute or other matter in question has arisen, or shall be forever barred.

f. Any Notices required under this agreement may be given in by personal delivery, facsimile, email or regular mail and shall be effective upon delivery. Deadlines arising from any Notices required under this Agreement shall be extended by three days in the event that Notice is given by mail. Provided further that Notice given or required under this Agreement shall be deemed effective when delivered at the following addresses (unless a written change of address is provided to the Party giving Notice by the Party receiving the Notice):

To Global Leaders, Inc.: 405 E. Prospect Rd. Ste. 4, Fort Collins, CO 80525

To Participants: \_\_\_\_\_

Signed and agreed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Global Leaders, Inc.

By: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Student/Participant \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian/Participant \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian/Participant \_\_\_\_\_

**Parental Waiver**

If the Student signing this Agreement is under 18 years of age, then the Participant(s) signing this Agreement (who are not the Student) hereby state that he/she/they is/are a parent, legal guardian or legal custodian of the Student as defined in C.R.S. 13-22-107 (hereinafter the “Guardians”) and that the Guardians do hereby on their behalf and on behalf of the Student release and waive any of the Students claims or prospective claims for negligence against the Released Parties to the fullest extent allowed by law. Furthermore, such Participant(s) hereby state that he/she/they are entitled to the care, custody and control of such Student, and do hereby authorize, request and give consent to GL to administer and/or procure emergency medical and/or surgical treatment of the Student at a hospital/medical facility and/or by a physician should her/his condition so require it, in the reasonable judgment of medical professionals and adult leaders of GL. The Participants authorize GL adult leaders to administer medications to the Student, both those prescribed prior to the Trip and any deemed necessary by a medical professional during the Trip and hereby authorize and request that GL render or obtain such treatment to such Student, including diagnostic, medical or surgical care as may be needed or advisable in GL’s judgment.

Signed and agreed on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Parent/Guardian/Participant \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian/Participant \_\_\_\_\_