

## Participant Agreement and Release of Liability

THIS AGREEMENT ESTABLISHES A LEGALLY BINDING CONTRACT BETWEEN THE PROGRAM PARTICIPANT AND BAYSWATER, AND INCLUDES A RELEASE OF LIABILITY. IT IS THE RESPONSIBILITY OF THE PROGRAM PARTICIPANT TO FULLY REVIEW THE ENTIRE AGREEMENT AND THE REFERENCED POLICIES BEFORE SIGNING.

Bayswater programmes offer participants professionally arranged educational travel, internship, and study abroad Program experiences outside of the United States.

### **DISCLOSURE OF RISKS & RELEASE OF LIABILITY**

1. Bayswater Education Limited, along with its affiliated entities, related charitable foundation, partners, and any companies acting on their behalf, as well as their officers, directors, employees, independent contractors, agents, and authorised representatives (collectively the "Bayswater Entities"), do not own or operate the establishments that supply goods or services for the educational travel, internship, or study abroad Program I have enrolled in (the "Program"). This includes, for instance, hotels; arrangements for, ownership of, or management over houses, homestays, apartments, dormitories, or other lodging facilities; field directors; airline, vessel, bus, or other transportation companies; local ground operators; visa or passport processing services; organisers of additional excursions; or food service and entertainment providers. I recognise that, except as specifically mentioned herein, all these persons and entities are independent contractors and not employees or staff of the Bayswater Entities.
2. The Bayswater Entities shall not be held liable for any injuries, losses, or damages to individuals or property, as well as death, delays, or inconveniences related to the provision of goods or services resulting from various circumstances, including but not limited to natural disasters; force majeure; government actions; acts of war (whether declared or not) or civil disturbances; uprisings; strikes or other labour issues; public health crises; epidemics, pandemics, plagues, infectious disease outbreaks, or other widespread illnesses; criminal or terrorist activities or threats thereof; overbooked or downgraded accommodations; structural defects in residences like houses, homestays, apartments, dormitories, or other lodging facilities (including issues related to heating, plumbing, electrical systems, or structure); mechanical failures of airplanes or other transport modes; delays or unsafe arrivals/departures of transportation; risks associated with animals, insects, or pests; sanitation issues; food poisoning; insufficient access to medical care; difficulties in emergency evacuations; supplier financial failures or defaults; hazards related to water-based activities; participation in sports events; negligent or wilful acts or omissions by third parties, or any other factors beyond the Bayswater Entities' direct control.
3. I consent to releasing and absolving Bayswater Education Limited, along with all related companies and associated charitable organisations, directors, shareholders, officers, employees, insurers, volunteers, sponsors, contractors, agents, independent Field Directors, and authorised representatives; as well as my Faculty Leader or any other institutional chaperone(s), and my college or university together with all entities within the college/university system and its board members (collectively, the

“Released Parties”) from, and agreeing not to file a lawsuit against the Released Parties for, any and all claims, of any kind related in any way to my involvement in a Bayswater Program. This includes, but is not limited to, claims of negligence; breach of contract; breach of express or implied warranties; negligent or wrongful death; or any statutorily based claim, unless and only if such claim arises solely from an intentionally wrongful or grossly negligent action by an employee of the Bayswater Entities (the "Released Claims").

4. I hereby fully and without reservation waive any claims and demands for any damages, losses, costs, or expenses of any kind (including attorneys' fees) arising from or related to any personal injury, death, bodily harm, mental distress, emotional suffering, property damage, or other harm that I may incur in connection with the Released Claims.
5. I also agree that this Release of Liability binds me, my family, representatives, executors, heirs, assigns, and successors. If agreeing on behalf of my minor child, I confirm the child is 13 or older at departure and that this Release of Liability binds them as well.
6. I understand that travel and living conditions in other countries differ from those in the United States. International programs can involve inconveniences and risks, including but not limited to natural events, geographic and climatic conditions, differing hygiene standards, infrastructure issues (such as road maintenance, transportation delays, and accommodation conditions), civil unrest, vandalism, crime, political instability, and terrorism. In rare cases, medical services or facilities may not be readily available or accessible at all during certain parts of a Program, and, if available, they may not meet the standards of my home country. I further acknowledge that various regions around the world present unique health, disease, and safety concerns, and I agree to review any specific risks related to the destinations of my Program by visiting the U.S. Centers for Disease Control and Prevention's Traveler's Health website at [cdc.gov/travel](http://cdc.gov/travel) and the State Department's International Travel website at [travel.state.gov](http://travel.state.gov). I also agree to discuss these risks with my physician and to obtain any necessary immunizations or vaccinations for all locations of my Program. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience, and/or loss resulting from negligence or any other acts of all persons or entities, however caused, including but not limited to the aforementioned risks. It is my intention to fully assume all risks associated with traveling to and participating in the Bayswater Program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.
7. I also consent to absolve the Released Parties from any liability arising from decisions to cancel, alter, interrupt, or postpone the Program due to unforeseen events beyond Bayswater's reasonable control. These events may render the Program impossible or impracticable to run, or such actions may be deemed necessary for my safety or the overall quality of the Program experience.
8. I recognize that actual or perceived epidemics, pandemics, or other infectious diseases or widespread illnesses (such as COVID-19, H1N1, Ebola, SARS, bird flu, Zika, and Mpox) may delay, disrupt, interrupt, postpone, or cancel any part of my

Program. I agree to bear all risks and absolve Bayswater from any direct or indirect losses or expenses related to such events.

9. The Bayswater Entities shall have no liability or responsibility for me whatsoever when I am absent from activities directly arranged by Bayswater, which includes all unstructured time, visits to friends or relatives, independent travel, any time where I am at any self-arranged accommodations, any optional periods or activities, and/or any travel prior to or after the Program.
10. I acknowledge that my Program commences upon my arrival at the initial activity or accommodation organized by Bayswater and concludes once the final activity or accommodation linked to my Bayswater Program is completed.
11. For programs where Bayswater arranges airfare, the airline's responsibility for loss or damage to baggage or property, as well as for death or injury to individuals, is governed by and limited according to the airline's contract of carriage, its tariff, the Montreal Convention or the Warsaw Convention and their respective amendments, or both.

#### **PARTICIPANT HEALTH AND SAFETY**

12. I affirm that I do not possess any physical or mental health conditions that could pose a risk or hazard to myself, other participants, or any individual or organisation associated with the Program. Additionally, I have notified my home institution and Bayswater of any disability that may necessitate reasonable accommodations to participate in the Program. I understand and accept that access, accommodations, and protections available during the Program will be subject to the local laws of the specific location rather than those of the United States.
13. I acknowledge that I must inform my home institution and Bayswater about any severe food allergies. I understand that for any type of food allergy, whether moderate or severe, it is my responsibility to monitor and manage them and notify all food providers. Bayswater will endeavour to inform suppliers about known serious food allergies but cannot guarantee that every request will be met.
14. I understand and agree that Bayswater and the University have the exclusive right to reject my application/enrolment or to remove me from the Program if, after my acceptance/enrolment, Bayswater or the University becomes aware of any undisclosed personal, medical, academic, or psychological condition that, in their sole judgment, may endanger myself or others, pose risks during traveling or participation in the Program, or incur additional burdens or costs beyond those necessary for supporting other participants.
15. I recognise and accept that it is entirely my responsibility to manage my medical care before, during, and after the Program. This includes obtaining and taking necessary medications, vaccinations, and any other required medical treatment. I agree that covering the costs and expenses of such medical care is solely my obligation, which may involve paying out-of-pocket or in advance and then seeking reimbursement from insurance afterward.

## **PARTICIPANT BEHAVIOR AND RESPONSIBILITIES**

17. I consent to reviewing and adhering to all policies related to the Program established by Bayswater, my home academic institution, and any relevant hosting institution or supplier (including policies from any internship provider, host family, dormitory, or other accommodation).
18. I agree to follow all rules, regulations, and instructions set by Bayswater and/or its staff, as well as those of any representative, contractor, or supplier during my Program. These regulations include, but are not limited to, prohibitions on the possession and/or use of illegal drugs, excessive alcohol consumption, disruptive behavior towards others involved with the Program, damage to property, engagement in any criminal activities, possession or use of any weapon or firearm, bullying, sexual harassment, or causing or threatening to cause physical harm to myself or another person. I acknowledge that Bayswater may remove me from the Program at any time and at my own expense for failure to adhere to such rules or instructions, or for any other reason that Bayswater determines, in its sole discretion, to jeopardize my or another person's health or safety, damage the Program or Program experience, or negatively impact the working relationship with any provider, supplier, institution, or government. I understand that if I am dismissed from the Program for any reason, I forfeit the right to a refund of any portion of my Program cost from Bayswater, and that Bayswater may then send me home at my own expense and is not responsible for arranging my transportation.
19. I agree to follow all local laws, regulations, and government advisories for all locations of my Program while abroad, including those related to drugs and alcohol. I understand that if I violate these laws, even unintentionally, I will lose the right to a refund of any part of the Program cost from Bayswater, and Bayswater may send me home at my own expense. Additionally, I acknowledge that if local authorities become involved, I will be subject to the laws of the host country. Any actions leading to imprisonment will result in immediate removal from the Program, and I waive the right to a refund of any portion of my Program cost from Bayswater. Bayswater is not liable for any legal fees or arrangements for legal representation.
20. I understand and accept that Bayswater is not liable for lost passports, airline tickets, documents, or any loss or damage to luggage and personal items.
21. I recognize and accept that it is my sole responsibility to acquire a valid passport, the necessary visas, and any other required travel documents before the departure of the Program. Additionally, I must verify and comply with entry or transit requirements for each country included in my selected Program itinerary, which may involve procuring medical documentation, undergoing testing, or providing proof of vaccinations (including confirmation of being fully vaccinated against COVID-19). I acknowledge that U.S. citizens must possess a passport for all international travel; this passport must be valid for at least six months beyond the Program's completion date and contain a minimum of two blank pages. Entry regulations vary depending on participants' citizenship. Non-U.S. citizens should consult the embassies or consulates of their destination and transit countries to ensure compliance with

specific entry requirements, regardless of who arranges the travel. I understand that Bayswater suggests using a visa processing service to secure any required visas.

22. Participants must provide their full first, middle, and last name along with their date of birth as listed (or to be listed) on their passports. Any corrections to passport names made within 95 days before departure may result in a change fee from the supplier, along with a service fee from Bayswater, which will be charged to the participant. I understand and agree that I am responsible for any change fees. If I have not yet applied for a passport, I will provide my full name and date of birth as they appear on my birth certificate.
23. I understand and accept full responsibility for any phone calls or incidental personal expenses I incur during the Program, as well as for any damage I may cause to housing accommodations or other property.
24. I recognise that Bayswater is dedicated to offering an inclusive Program experience, and that every participant contributes to this goal. I understand that during the Program, I will encounter individuals from diverse backgrounds and with different beliefs. Any actions that disrupt group dynamics or hinder all students' full participation may lead to my removal from the Program and return home at my own expense.

#### **PROGRAM ITINERARY CHANGES OR MODIFICATIONS**

25. Bayswater reserves the right, at its sole discretion, to alter the Program's itinerary, rearrange the sequence of events or activities, and make other adjustments, including but not limited to substituting or changing courses, activities, modes of transportation, housing arrangements, accommodations, Program director, field director, site visits, lectures, and other educational activities listed in any Program materials. Bayswater will not be responsible for any costs or expenses incurred due to such alterations, substitutions, or modifications.
26. Bayswater, at its sole discretion, can approve or deny any participant's request to change their housing or accommodations, including opting out of Bayswater-arranged options. If Bayswater permits me to select and/or organize my housing arrangements independently, I acknowledge that Bayswater will not be held responsible for any losses, claims, costs, liabilities, disruptions, or other related issues that may arise, and I agree to release and hold Bayswater harmless from them.
27. Housing or accommodations arranged by Bayswater will only be available to participants who are actively engaged in the Program. Should I choose to withdraw or be removed from the Program for any reason, I acknowledge and agree that these housing arrangements will be terminated immediately, and I will not be eligible for any refund from Bayswater. Additionally, I understand that I will bear full responsibility for the costs and expenses of securing alternate housing.

#### **BILLING AND PROGRAM CANCELLATIONS AND MODIFICATIONS**

28. Bayswater plans its programs by taking into account various factors like health and safety, operational feasibility, and group size. If Bayswater is required to cancel a program before its commencement—except in situations classified as "acts of God"

or force majeure stated below—they will refund all payments received but will not accept further liability towards the participants.

29. For Programs with Institutional Payment Agreements (where the academic institution pays Bayswater), I agree to make all payments related to Program costs and fees directly to my home institution. All such payments and refunds are subject to the terms I agreed to with my home institution. Bayswater will not handle or be liable for any payments or refunds, including if I withdraw, cancel, or am dismissed from the Program.
30. For Programs with direct student payments, your cancellation policy and payment options are laid out in the Bayswater Terms and Conditions (<https://www.bayswater.ac/en/terms-and-conditions>).
31. I acknowledge and agree that Bayswater shall not be liable to me for the need to cancel, modify, or postpone the Program, any module, or Program itinerary as a result of events that are beyond Bayswater's reasonable control. These matters include such "acts of God" or force majeure events as actual or threats of: epidemics or pandemics, or other public health issues or emergencies (such as but not limited to the COVID-19 pandemic); severe weather events or natural disasters such as but not limited to hurricanes, earthquakes, tsunamis, tornadoes, fires, floods, volcanic activity, or landslides; war (whether declared or undeclared); terrorist activities; instability in a destination location; incidents of violence, riot, sabotage, civil commotion, or nationalization; strikes or labor disputes or lockouts; government orders, sanctions, actual or potential quarantines, or other restrictions affecting travel in, to, or around a location; disruption to transportation; chemical or radioactive contamination; or any other reason that makes it actually or potentially impossible or illegal for Bayswater to conduct the Program as originally contracted. Cancellation, modification, or postponement by Bayswater for causes described in this section shall not be a violation of its obligations to me.
32. Bayswater is not responsible and shall not be liable to me for any destination-imposed travel or entry and exit requirement, supplier imposed requirements, or other Program-related requirements relating to epidemics or pandemics.

#### **PROGRAM INSURANCE OFFERINGS**

33. I recognize and understand that Bayswater offers travel coverage plans, and the policy details have been provided to me. These plans include both pre-departure and on-program benefits for specific situations, such as medical expense coverage during my Program, as well as Program cancellation for specified reasons. If I am using my own personal insurance, I understand that international benefits (including medical and accident coverage) may be limited or unavailable through my U.S. health insurance, and I am responsible for any expenses not covered.

#### **ACADEMIC AFFAIRS/ ACADEMIC CODE OF CONDUCT AND POLICIES**

34. Along with any relevant items in this document, I agree to follow the codes of conduct from my home institution and any other institution involved in my Program.

35. I recognise and understand that my home academic institution holds the responsibility for granting any academic credits applicable to my study abroad program. Should I have to return early from my Program, the decision to award credits, whether in part or in full, will be at the discretion of my home academic institution.

#### **PARTICIPANT PRIVACY RIGHTS AND DATA PROTECTION**

36. In order to deliver education and protect students' welfare, Bayswater Education will collect and process personal data, including sensitive and special category personal data (as defined in the Data Protection Act 2018 and GDPR respectively) that relates to the student and their circumstances.
37. Full details of the personal data collected and processed by Bayswater Education, the purposes for which it is collected, and the legal basis for doing so are contained in the Bayswater Privacy Policy which can be accessed via this link <https://www.bayswater.ac/privacy-policy>
38. I understand that Bayswater will handle my personal data according to data protection laws for enrollment, customer service, policy enforcement, purchasing travel protection, and providing Program-related products and services. This may involve sharing my data with affiliates, claims handlers, emergency partners, academic institutions, internship providers, and business partners both in and outside the U.S., including within the EEA/Switzerland. I acknowledge that Bayswater has implemented necessary safeguards for these data transfers, including standard EU data protection clauses where required.
39. I understand that Bayswater Education regularly takes photographs or video footage of students participating in activities and collects written or video student testimonials for promotional purposes, both printed and online. Any student who does not wish to participate may advise Bayswater Education at the time of booking or at the time of photography. Students will be informed when videos or photos are being taken and may choose not to participate. Students who are invited to provide testimonials or to have individual or small group photos taken will be informed of their use and will be given a consent form at the time. Bayswater and its representatives, affiliates, agents, contractors, or consultants may utilize any photos, films, digital images, or videos taken of me; any comments I make during a Bayswater program; any photos, films, digital content, or videos I share with Bayswater in any format; and use my contact details for future publicity or marketing without compensating me.

#### **ENTIRE AGREEMENT; FORUM SELECTION & GOVERNING LAW**

40. This Participant Agreement and Release of Liability constitutes the full and comprehensive agreement between Bayswater and myself regarding the subject matter addressed. I am not relying on any promises, inducements, or agreements outside of this document, including but not limited to any verbal statements from Bayswater's agents or employees, or any marketing materials. Any amendments or modifications to this Agreement must be in writing and signed by Bayswater. Bayswater's waiver of any provision within this Agreement will not impact the

remaining provisions, which shall be interpreted as though such clause or provision were not included.

41. This Agreement and performance hereunder shall be governed in all respects, by the substantive laws of the United Kingdom. In the event of any claim, dispute or proceeding arising out of my relationship with Bayswater, or any claim which arises between the Parties, whether or not related to this Agreement or the literature for the trip or the trip itself, it shall be resolved exclusively in courts of the United Kingdom.

#### **AGREEMENT AMENDMENTS AND CONTACT INFORMATION**

42. By joining a Bayswater Program, I agree that Bayswater can update the Participant Agreement and Release of Liability terms at any time. Changes take effect immediately, and I'll be notified if there's a significant change. Continuing to use Bayswater's services means I accept and agree to these changes.
43. My Program is arranged by Bayswater Education Limited or one of its subsidiaries. Bayswater Education Limited, 167 Queenway, London, United Kingdom. Company number 11089784