National Hellenic Society

Agreement, Assumption of Risk, Waiver of Claims and Release Form

The American College of Greece
The National Hellenic Society, Inc.

THIS IS A RELEASE OF LEGAL RIGHTS –
READ AND UNDERSTAND BEFORE SIGNING

This Agreement and Waiver of Claims, hereinafter "Agreement" is entered between (Participant Student's Full Legal Name) …….… and The American College of Greece - Deree College ("ACG") and National Hellenic Society, Inc. (Sponsor).

Whereas the undersigned Student Participant ("Student") has been accepted to participate in the Heritage Greece® Program ("Program") for the period of (Please select the Session(s) you can attend):

- ☐ Session I: June 5-20, 2027
- ☐ Session II: July 3- 18, 2027
- ☐ Either Session I (June 5-20, 2027) or Session II (July 3- 18, 2027)

Whereas, ACG has established the following terms and conditions for the Student's participation in the Program.

Student agrees that participation in the Program is wholly voluntary. In consideration of the ACG's and Sponsors Agreement to allow Student to participate in the Program, the receipt and sufficiency of which is hereby acknowledged, the Student agrees as follows:

ACKNOWLEDGEMENT: THE STUDENT UNDERSTANDS THAT THIS AGREEMENT SETS FORTH ALL TERMS AND CONDITIONS FOR PARTICIPATION IN THE PROGRAM AND FURTHER UNDERSTANDS THAT THIS AGREEMENT CONTAINS A WAIVER OF CLAIMS AGAINST ACG, THE ACG BOARD OF TRUSTEES, THE NATIONAL HELLENIC SOCIETY, ITS DIRECTORS, OFFICERS AND STAFF, AND THEIR RESPECTIVE AGENTS, SERVANTS AND EMPLOYEES.

THE STUDENT ACKNOWLEDGES, BY THE SIGNATURE BELOW, THAT THEY HAVE READ THIS AGREEMENT, AND WAIVER OF CLAIMS, THAT THEY FULLY UNDERSTAND ITS TERMS AND CONDITIONS, THAT THEY AGREE TO ABIDE BY ITS TERMS AND CONDITIONS AS AN EXPRESS CONDITION OF PARTICIPATION IN THE HERITAGE GREECE® PROGRAM, AND THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE REGARDING THE AGREEMENT AND WAIVER OF CLAIMS. STUDENT FURTHER REPRESENTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER AND FULLY COMPETENT TO SIGN THIS AGREEMENT.

1. **Risks of International Travel**

The Student understands that participation in the Heritage Greece® Program and in international travel involves inherent risks. These include without limitation risks involved in travelling to and within, and returning from, international locations such as Greece; foreign, political, legal, medical, social, and economic conditions;

different standards of design, safety and maintenance of buildings, public places and conveyances; and local weather conditions. The health and safety standards may be substantially below those enjoyed in the United States, and the Student recognizes that they may be subjected to potential risks, illnesses, injuries and even death. The Student has made their own independent investigation of these risks, understands these risks, and assumes these risks knowingly, willingly and voluntarily.

The Student acknowledges that while participating in the Heritage Greece® Program, there is a possibility the Student may experience such problems such as increased crime, pollution, traffic hazards, terrorism, population density and standards of living and health standards that are not equivalent to those in the United States. The Student will exercise every precaution to safeguard their respect health, protect their personal property from damage or theft and avoid unnecessary risks that endanger their person.

The Student acknowledges that they have read and understood the US Department of State Consular Information Sheet on Greece (available on the U.S. Department of State website: http://travel.state.gov/travel/cis_pa_tw/cis_1127.html), and U.S. Embassy & Consulate in Greece COVID-19 Travel Advisory, https://gr.usembassy.gov/covid-19-information/ and fully understands and assumes all risks and assumes the same knowingly, willingly and voluntarily.

2. **Program Information**

The Heritage Greece® Program is generally described in the literature provided to the Student and available online at: http://www.acg.edu. It is understood and agreed that the information contained therein is descriptive only and may be changed in the discretion of ACG which reserves the right to make Program changes at any time and for any reason, with or without notice. ACG and/or the Sponsor shall not be liable to the Student because of any such change. ACG reserves all rights, in its sole discretion, to cancel the Program or any aspect thereof prior to or after departure, and in the case of cancellation after departure, to require the Student to return to the United States, if ACG determines or believes it is in the best interests of the Student.

3. **Payment of Fees, Tuition**

The Sponsor agrees to pay the required fees, tuition, accommodations, meals, and transportation within Greece. Students bear the airfare expense to and from Athens, Greece. The Student acknowledges and agrees to pay for all other costs not mentioned above. The Student agrees that ACG and/or the Sponsor shall not be held responsible or liable for the loss, damage, destruction, or theft of the Student's luggage, personal belongings, or for any other injury, loss, damage, accident, delay or expense arising out of such matters. ACG and the Sponsor recommend the Student purchase necessary insurance to safeguard against these risks.

4. **Activities**

ACG and/or the Sponsor are not responsible for any claims that may arise because of the Student becoming separated from the Program group, failing to meet a departure bus, airplane, train, ship, or becomes sick or injured. The Student at their own expense will seek out, contact and reach the Program group as soon as and where practicable.

5. **Sponsor Held Harmless and Indemnified**

The Sponsor is not involved, controls, or has authority in selecting the staff, route, schedule, transportation, facilities, equipment, itinerary, activities, and schedule related to the Program. The Sponsor shall not be responsible for the action, inaction, omission, or commission of ACG staff members, other Student participants, third parties. The Student agrees that the Sponsor shall be held harmless and agrees to indemnify the Sponsor for any and all claims, actions, demands, expenses, including legal fees, arising out of the Student's participation in the Heritage Greece® Program.

6. **Compliance with Laws, Rules and Regulations**

A. The Student shall comply with all policies, rules, regulations, and standards of conduct established by ACG, and the laws, regulations, ordinances and standards of conduct of Greece. The Student understands that violation of applicable rules, regulations and standards of conduct, laws, regulations, ordinances and standards of conduct mandated by Greece may result in disciplinary action, including suspension and expulsion from the Program as well as possible prosecution by the Greek authorities. If a violation results in suspension or expulsion from the Program, ACG reserves the right to require that the Student return to the United States. The Student shall be responsible and obligated to pay any and all expenses incurred because of such disciplinary action. The Student shall also be responsible and obligated to pay any and all expenses incurred as a consequence of any civil, criminal, or similar prosecution brought by the Greek authorities and/or any third party. ACG and the Sponsor shall not be responsible for providing any assistance to the Student under such circumstances.

B. The Student understands and agrees: (1) ACG and the Sponsor are distinct and separate entities; (2) ACG and the Sponsor are not partners, co-venturers, or business associates. The Sponsor is a non-profit, charitable organization that is solely providing a scholarship grant to the Student to attend the Heritage Greece® Program; and (3) ACG's staff, employees, and/or agents are not the staff, employees, and/or

agents of the Sponsor.

7. **Medical Condition**

The Student represents, and has provided documentation that they have been examined by a licensed physician, that they have provided the physician all relevant information about the Program, itinerary and schedule of events and activities, for the physician to make a sound determination as to whether the Student is in good health for purposes of participation in the Program. The Student has no apparent physical or and/or mental condition which may require medical, surgical or other care or treatment, or which will, to a reasonable degree of medical probability, require such care or treatment during the Student's participation in the Program.

8. **Health Insurance**

The Student assumes responsibility for medical treatment and the costs of such treatment while participating in the Program. The Student represents warrants and shall produce documentation evidencing medical insurance coverage throughout the Program and throughout the Student's absence from the United States. Medical insurance coverage must provide for emergency medical care, treatment, hospitalization, medicine, and physician and medical care provider care charges in Greece, as well as insurance for medical evacuation and repatriation expenses. By the Student's signature below, the Student certifies that their health insurance policy will adequately provide this coverage outside the United States; and hereby releases and discharges ACG, and the Sponsor of all responsibility and liability for any injuries, illnesses, claims, damages, charges, bills and/or expenses the Student may incur while abroad.

9. **Waiver of Claims**

A. ACG offers this Program to broaden Student's education, appreciation of Hellenic values, ideals and culture. The Student understands that there are inherent risks incident to travelling abroad and visiting a foreign country, including but not limited to, travelling to and within, and returning from, one or more foreign countries; foreign political, legal, social, economic conditions; the risk of terrorism; different standards of design, safety, and maintenance of buildings, public places, and conveyances; and local medical, weather, geological conditions. The Student understands, acknowledges and is aware of and understands these risks and dangers of travel to, from, in and around Greece including but not limited to the dangers to the Student's own health, personal safety and possible property damage and or loss. The Student hereby assumes, knowingly and voluntarily, each of these risks and all of the other risks which could arise out of or occur during travel to, from, in and around Greece. The Student further understands, agrees that ACG and the Sponsor, their respective trustees, board of directors, officers, staff, agents, servants, employees (collectively, the "Releasees") shall not be liable for:

1. any injury, damage, accident or other loss caused by the acts or omissions of the Releasees, or any third-party provider of services on behalf of the Releasees;
2. any injury, damage, accident(s) or other loss due to events beyond its control, including, but not limited to, acts of God, strikes, hostilities, weather, force majeure, war, quarantine, civil unrest, public health risks including the risks related to COVID-19,, criminal activity, terrorism, or politically motivated violence;
3. any delay, disruption or modification of travel arrangements, schedule, agenda, itinerary, or loss, expense caused by such delay, disruption, modification or otherwise.
4. any injury, damage, accident or other loss that arises as a result of the Student's failure to comply with instructors, standards, rules, laws; and
5. any sickness, disease, injuries, (including death), damage, accident or other loss occurring while travelling both in the United States and abroad.

B. The Student individually and on behalf of Student's heirs, assigns, personal representative(s), executors and otherwise, releases and forever discharges the Releasees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever, which arise out of, occur during, or are in any way related to any loss, damage, or injury (including death), sustained by the Student or caused to the Student's person and/or property, while the Student is participating in the Program or any travel incident thereto.

C. The Student agrees to hold harmless and agrees to indemnify the Sponsor, its directors, officers, staff, representatives, agents, employees, from and against any present or future claim, loss or liability for injury to person or property which the Student may suffer, or for which the Student may be liable to any other person, entity, related to the Student's participation in the Program (including periods in transit to, from, within, any destination), resulting from any cause, including but not limited to ordinary or gross negligence. The Student agrees to indemnify the Sponsor for all costs, expenses and defense including attorney fees for any present or future claim arising under and out of the Student's participation in the Program.

D. The Student irrevocably consents to and authorizes the use by the American College of Greece, and the National Hellenic Society, any and all photographs, video, voice recordings, or other media taken of the student including derivative works thereof (collectively, the "Images"), and any reproduction of them in any form in any media whatsoever, whether now known or hereafter created, throughout the world in perpetuity.

E. The student consents to the use of the students' name or likeness, or an assigned fictitious name, in connection with the exhibition, distribution, merchandising, advertising, exploiting and/or publicizing of

Images by ACG and the Sponsor and hereby releases and discharges ACG, its trustees, officers, employees, licensees, and the Sponsor, its directors, officers, staff, representatives, agents, employees, affiliates from any and all claims, actions, suits or demands of any kind or nature whatsoever, in connection with the use of Images and the reproduction thereof as aforesaid.

F. The student understands and agrees that ACG and/or the Sponsor will be the exclusive owner of all rights, including, but not limited to, all copyrights, in and to the Images in whole or part, throughout the universe, in perpetuity, in any medium now known or hereafter developed, and to license others to so use them in any reasonable manner, in their sole discretion, without any obligation to the student. The student hereby waives any right to inspect and/or approve the use of such Images and reproductions.

10. **Governing Law; Forum**

This Agreement shall be construed in accordance with the laws of the State of Delaware. All claims arising under and/or out of this Agreement and/or from the Student's participation in the Program shall be resolved by binding arbitration by a panel of three arbitrators under the Rules of the American Arbitration Association in the State of Delaware. The terms of this Agreement shall be severable, if any portion is deemed to be illegal, unenforceable, or in conflict with Delaware Law which shall govern this Agreement, the validity of the remaining portion shall not be thereby affected.

I ……...certify that I am age eighteen (18) or older. I have carefully read, understand and freely and voluntarily sign this Agreement, Assumption of Risk, Waiver of Claims and Release Form without reservation. I authorize ACG to disclose general directory information /personal data about me for the Heritage Greece® Program 2027 for legitimate, non-commercial, college purposes. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this Agreement shall be governed by the laws of the State of Delaware and that all claims arising under and/or out of this Agreement related to my participation in the Program shall be resolved by binding arbitration as provided above.

Signature:

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Student Name:

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Date:

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