

PROGRAM AGREEMENT

(INCLUDING ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY)



Please read this document carefully. It must be signed by all students. “Student” includes adult and minor students, unless indicated otherwise. If the student is a minor (under 18 years of age in most states) at least one parent or guardian (referred to below as “Parent”) must also sign, as evidence of **parents’ acknowledgment and agreement to the following, on behalf of the minor student.** In consideration of the services provided by Andean Adventure Academy or AAA, I agree to the following:

Activities and Risk

I understand that Andean Adventure Academy offers Student Travel Experiences in Cusco, Peru, which may include the following activities: cultural visits, volunteering at a local school, hands-on service in a rural community, high-altitude hikes, whitewater rafting, multiday high-altitude treks, gastronomic experiences, homestay opportunities, and free time.

I further understand and acknowledge that the activities of the programs have risks, including certain inherent risks. Inherent risks are those that cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability, or death. The following describes some, but not all, of the inherent risks of Andean Adventure Academy activities:

- AAA program activities may be strenuous, physically and emotionally.
- Program activities may take place in remote locations, including public lands, which could expose participants to actions by individuals not affiliated with Andean Adventure Academy (AAA)
- Illness or accidents occurring in remote operational areas present significant challenges, as the difficult terrain and lack of accessible roads limit the availability of emergency medical care and communication. Furthermore, professional Search and Rescue and evacuation services are scarce, potentially impacting response times and capabilities.
- Physical activities in the program include, but are not limited to, walking, hiking, rafting, repetitive lifting, and carrying. Students will often be in close physical proximity to one another and instructors. Some activities will involve travel by foot and other means over unimproved roads, hiking trails, and rugged off-trail terrain, which may include downed timber, river crossings, snow, ice, steep slopes, slippery rocks, and similar features. The risks associated with these activities include falling, drowning, getting lost, and other environmental hazards typically linked to such activities.
- I also acknowledge that AAA collaborates with subcontractors and impact partners for certain program activities, which may involve additional agencies in the implementation of the program. In these cases, responsibilities may be shared between AAA and the subcontractors, and we can provide more detailed information on these arrangements if needed.

- The AAA program may expose participants to unfamiliar laws, customs, behaviors, animals, diseases, and infections not typically found in the United States. Additionally, these programs involve risks related to traveling in politically unstable areas, including political unrest, riots, demonstrations, banditry, terrorism, and other criminal activities. Such hazards may hinder our ability to follow the planned itinerary. To ensure the safety of students and minimize unnecessary risks, some activities may be canceled as a result.
- Risk of lost gear or bags during any activities associated with the program, including transportation, hotels, homestay experiences, and multi-day hikes.
- The inherent risks associated with hiking and engaging in strenuous activities in high-altitude environments, including the potential for altitude sickness and other altitude-related health issues
- Transportation failures and related accidents may occur.
- Decisions made by the instructors, other staff, sub-contractors, and students will be based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a student's capabilities, environment, terrain, water and weather conditions, natural hazards, travel routes, and medical conditions.
- Environmental risks and hazards include, but are not limited to, flowing, deep, and cold water; harmful insects, snakes, animals; falling and rolling rocks; lightning, falling timber, and unpredictable forces of nature, including all types of weather which may change to extreme conditions without notice. Possible injuries and illnesses include wounds, bruises, or infections; sunburn, bites, or stings and insect or animal-borne diseases or infections; hypothermia, frostbite, heatstroke, flu-like or respiratory illness, and other debilitating or life-threatening conditions, including COVID-19 and other diseases caused by coronaviruses.

I have read and understood the general information provided by Andean Adventure Academy, including the AAA policies and terms & conditions. I agree to the terms and policies outlined in all the aforementioned materials. The staff of AAA has taken the time to explain the nature and physical demands of the activities in which I (or the minor student) will be participating, as well as the inherent risks associated with these activities.

Emergency Medical Treatment Release:

I agree to the following terms and conditions for Andean Adventure Academy (AAA) to provide emergency medical treatment:

- Attest that the information I provide about my health status and history on the health form is true and complete.
- Give permission for Andean Adventure Academy staff to provide or arrange transportation in case of a medical emergency.
- Authorize the medical personnel selected by Andean Adventure Academy staff to release any necessary records for insurance purposes.
- I grant permission for physicians or medical personnel to secure and administer treatment, including hospitalization. I acknowledge that group leaders are responsible for

making urgent medical decisions regarding my health until I am stable and able to make decisions for myself or until my parents can be contacted.

- Acknowledge that my medical information may be shared on a “need to know” basis with medical personnel and Andean Adventure Academy staff, and I consent to such disclosure.
- Understand that I am fully responsible for all bills and invoices related to any medical treatment I may receive.

I also authorize Andean Adventure Academy staff as my agents to consent to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care deemed advisable by any licensed physician and surgeon. I understand that these services may take place either at the physician's office or in a hospital setting.

Acknowledgment and Assumption of Inherent and Other Risks

I understand and acknowledge that the description above (“Activities and Risks”) of the inherent risks of my activities is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in property loss, injury, illness, or death. I acknowledge that my (or the minor student's) participation in this program is purely voluntary, and I wish to (or have the minor student) participate in spite of and with knowledge of the inherent and other risks involved. I acknowledge and assume the inherent risks described above and all other inherent risks of my activity, as well as any other risks of enrolling, participating in, or being present on Andean Adventure Academy. In addition, I expressly assume ALL risks of enrolling and participating in a program, inherent or otherwise, and whether or not described above.

Agreements of Release and Indemnity

If I am an adult student, or the parent of a minor student, I agree, for myself and on behalf of the minor student for whom I sign, as follows:

I hereby release, hold harmless and agree not to sue Andean Adventure Academy or any of its subcontractors, its officers, trustees, agents, and staff including employees, volunteers, and interns, with respect to any and all claims of loss or damage to person or property by reason of injury, disability, death, or otherwise, suffered by me or by a minor student for whom I sign, arising in whole or part from my, or the minor student's, enrollment, participation, or presence on Andean Adventure Academy. I agree further to indemnify (“indemnify” meaning to defend, and to pay or reimburse, including costs and attorney's fees) Released Parties against any claim by a member of my, or the minor student's, family, a rescuer, another student, or any other person, arising in whole or part from an injury or other loss suffered by me or caused by me, or by the minor Student, in connection with my, or the minor student's, enrollment, participation in, or presence on an activity of Andean Adventure Academy. These agreements of Release and Indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct. They are intended to be enforced to the fullest extent permitted by law.

Other Provisions

If I am an **adult** student or the parent of a minor student, I further agree, for myself and on behalf of the minor student for whom I sign, as follows:

I have verified with my or the minor student's physician and other medical professionals, or otherwise satisfied Andean Adventure Academy, that I, or the minor student, have no past or current physical or psychological condition that might affect my, or the minor's, participation in the program, other than as described on the health form submitted. I am, or the minor is, able to participate without causing harm to myself, or to himself or herself, or to others. The medical information given is accurate, and all pertinent medical conditions have been disclosed. Before the commencement of the program, Andean Adventure Academy will be informed of any medical condition that has not been previously disclosed. I understand that admission of me or the minor student to the program is not intended as a representation that Andean Adventure Academy staff will be able to manage successfully a medical event or emergency related to a disclosed or undisclosed medical condition. The responsibility for determining a student's suitability for a program is not AAA but, rather, the student's, guided by family and her or his physician. AAA reserves the right to refuse admission or remove a student from a program for any reason it deems in the best interests of the student or the school.

AAA is authorized to obtain or provide emergency hospitalization, surgical, or other medical care for me or for the minor student. I understand that situations may arise in which third-party medical care is not available and which require staff to provide first aid and possibly more advanced procedures, employing wilderness first responder and first aid training. Such care will be provided under the guidance of the AAA Physician Advisor. Any third-party medical care provider is authorized to exchange pertinent medical information with AAA. Costs reasonably associated with medical services, including evacuation, shall be borne by me.

AAA may share my or the minor student's contact information with other students or strategic partners; AAA may use my or the minor student's name, contact information, and photo or other image in promotional materials and press releases; AAA may, from time to time, use the services of private contractors for certain tasks, including, for example, transportation. AAA is not responsible for the acts or omissions of such contractors; if I voluntarily withdraw or am expelled, AAA reserves the right to notify a parent, guardian, or emergency contact person.

I agree to be responsible for any damage that the minor student may cause to facilities or gear. AAA is not responsible for loss, theft, or damage to a student's personal belongings. Any dispute between me, or the minor student, and AAA will be governed by the substantive laws of the city of Cusco, the country of Peru, and any mediation or suit shall occur or be filed only in the city of Cusco, Peru.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement, nevertheless, will be in full force and effect.

THE STUDENT AND THE PARENT(S) OR GUARDIAN OF A MINOR STUDENT HAVE READ THIS PAGE AND THE PREVIOUS PAGES OF THIS DOCUMENT AND UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS, WHICH SHALL BE BINDING UPON THEM, THEIR

