LIABILITY RELEASE

I, the undersigned, an applicant of the Universidad Especialidades Espiritu Santo (hereinafter referred to as UEES), do waive and release all claims against UEES and its agents, any tour organizer or arranger employed or utilized by UEES, and my local school or college, for any injury, loss damage, accident, delay, or expense resulting from the use of any vehicle, any strikes, war, weather, sickness, quarantine, government restrictions or regulations, or arising from any act of omission of any steamship, airline, railroad, bus company, taxi service, hotel, dormitory, restaurant, school, university, or other firm, agency, company, or individual. I also release UEES and its agents and agree to indemnify them with regard to any financial obligations or liabilities that I may personally incur or any damage or injury to the person or property of others that I may cause, while participating in the UEES program.

I understand that UEES is not responsible for any injury or loss whatever suffered by me during periods of independent travel or vacation (which I understand are unsupervised) or during any absence from the University or other UEES-supervised activities. I hereby grant UEES and its agents full authority to take whatever actions they may consider to be warranted under the circumstances regarding my health and safety, and I fully release each of them from any liability for such decisions or actions as may be taken in connection therewith. I authorize UEES and its agents, at their discretion, to place me, for my welfare, at my own (or my parents’) expense, and without further consent, in a hospital within Ecuador for medical services and treatment or, if no hospital is readily available, to transport me back to my home country by commercial airline or otherwise at my own (or my parents’) expense for medical treatment. In the event UEES or its agents advance or loan any monies to me or incur special expenses on my behalf while I am abroad, I (or my parents) agree to make immediate repayment upon my return. I will comply with UEES rules, standards, and instructions for student behavior. I hereby waive and release all claims against UEES and its agents arising at a time when I am not under the direct supervision of UEES or its agents or arising out of my failure to remain under such supervision or to comply with such rules, standards, and instructions; and I agree to indemnify UEES and its agents against any consequences thereof. I agree that UEES shall have the right to enforce appropriate standards of conduct, and that it may at any time terminate my participation in the Program for failure to maintain these standards or for any action or conduct which UEES considers to be detrimental to or incompatible with the interest, harmony, and welfare of other students. If my participation is terminated, I consent to being sent home at my own (or my parents’) expense with no refund of fees. On group tours or other activities arranged by UEES, I will accept the will of the majority whenever a matter of choice is presented to the group. I will also accept in good faith the instructions and suggestions of UEES or its agents in all matters relating to the UEES program or the personal conduct of program participants. I understand that from time to time UEES publicity material may include statements by its students and/or their photographs, and I consent to such use of my comments and photographic likeness.

I understand that UEES reserves the right to cancel, change, or substitute programs in case of emergency, changed conditions, the interest of each group, insufficient number of participants, or otherwise to change initial campus and adviser assignments, and to make alterations in programs and itineraries as may be required. In addition, I understand that fees and logistics are based on certain factors over which the program has no control, such as changes in currency exchange rates, tariffs, curricula, the inflation of other basic costs, or strikes, revolutions, or wars, and are subject to minor change.

I understand that UEES is relieved of all liability for items lost in delivery by the Ecuadorian Postal Service or otherwise, or not called for by the participant. All references in this Liability Release to “UEES” and “its agents” shall include the Universidad Especialidades Espiritu Santo and all of its officers, directors, head program advisers, program directors and advisers, group leaders, employees, agents, and affiliated institutions, companies, and host families. All references herein to the “parents” of the applicant shall include the legal guardian or other adult responsible for the applicant.

I have read the terms and conditions set forth herein and understand that they constitute a part of my agreement with UEES. I understand and agree to the terms relating to refunds for UEES program applicants set forth UEES promotional materials. I further understand that this agreement shall become effective only upon acceptance of my application by UEES at its offices in Guayaquil, Ecuador.

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Signature of Applicant    Date