

# Destino Abroad™ 2011 Enrollment Agreement

This Enrollment Agreement (this "Agreement") pertains to and sets forth the understanding and agreement of the program participant and his/her parent or legal guardian regarding participation in Destino, LLC's ("Destino") international Spanish-language immersion/community service/adventure program (the "Destino program" or the "program").

## PARENT/GUARDIAN AGREEMENT

**WHAT'S INCLUDED AND WHAT'S NOT; CERTAIN REQUIRED ITEMS:** The tuition for the Destino program covers the following items (to be provided only during the period(s) of the Destino program in which my child or ward (hereinafter, my "child") is accepted by Destino): accommodations; daily meals; Spanish language instruction and related class materials; surf instruction (in Costa Rica) and related equipment; community service projects and related materials; in-country transportation (limited to/from program activities); and program field trips, activities, and excursions. I understand that no other costs or expenses that I or my child might incur relating to the program are covered by the tuition, and I agree that I am solely responsible for any such other costs or expenses. Without limiting in any way the preceding sentence, I understand that the tuition does not cover, among other things, international airfare, personal travel insurance, immunizations/inoculations, telephone charges, laundry, or personal spending money.

I acknowledge that it is my responsibility to check with my child's medical doctor regarding (and have my child obtain as appropriate) any immunizations/inoculations, medical clearance or any other necessary medical related items/matters that my child might need or that might affect my child's ability to participate in the Destino program.

I understand and agree that, in order for my child to participate in the Destino program, my child will need, among other things, a valid passport and travel insurance that is minimally acceptable to Destino (covering among other things, trip cancellation/delay, out-of-country medical coverage, and emergency evacuation/medical transportation). I understand that I should keep paper copies of my child's passport and travel insurance policy at home and that my child should carry paper copies of the same (and his/her original passport and travel insurance policy number) as well.

**PROGRAM AND TRAVEL RESERVATIONS:** I understand that reservations for my child in the Destino program are made by submitting a Destino-approved application and this signed Agreement along with a \$1,000 deposit. I agree that such deposit is non-refundable except to the extent provided for below in the Tuition Refund and Trip Cancellation/Amendments section below. I understand that once I have paid the deposit, Destino will send confirmation of the reservation.

I understand that full payment for the Destino program is due from me eight (8) weeks prior to the scheduled commencement of the program. I understand that, if I apply for enrollment in the program less than eight (8) weeks prior to its scheduled commencement, full payment for the program will be due from me immediately upon acceptance by Destino of my child in the program.

I understand that the minimum period of participation in the Destino program is one full week. I agree that it is my responsibility to make travel arrangements for my child to Costa Rica and/or Ecuador so that he/she is at the designated airport for shuttle pick up at a place and time to be arranged by Destino, which will be communicated to me. I agree to arrange for my child's return travel to the U.S. for departure on the final day of the Destino program (or otherwise arrange hotel accommodations and later return travel accommodations for my child).

I agree to provide Destino with a copy of my child's international flight routing within the timeframe specified to me by Destino. I understand that I must reconfirm my child's international flight reservation at least seventy-two (72) hours prior to departure.

**TUITION REFUND AND TRIP CANCELLATION/AMENDMENTS:** If I (or someone on my or my child's behalf) cancels seven (7) or more days prior to the scheduled commencement of the Destino program, then Destino will refund the amounts paid to Destino by me **less** (1) an amount equal to 25% of the full amount of the program tuition and (2) all of Destino's non-recoverable/out-of-pocket expenses (such as hotel costs and amounts paid for airline tickets) incurred by it in connection with arranging or preparing for my child's participation in the program. I understand that if I (or someone on my or my child's behalf) cancel fewer than seven (7) days prior to the scheduled commencement of the Destino program, Destino will be entitled to retain one hundred percent (100%) of the amounts paid to Destino. **If I do not pay the full tuition for the program at least eight (8) weeks prior to commencement of the Destino program, then Destino shall have the right to deem such failure to be a cancellation by me of my child's participation in the program (and in such event the above provisions regarding trip cancellation and tuition refund will apply).**

I understand that Destino reserves the right to cancel the Destino program for any reason up to thirty (30) days prior to the scheduled commencement of that program. In such event, Destino will use its reasonable efforts to offer alternative program arrangements for my child. If I do not accept these, then Destino will refund all payments made by me. In the event that Destino cancels for any reason the Destino program, I agree that Destino will not be responsible for any expenses incurred in connection with my child's planned participation in the Destino program (such as non-refundable air tickets, doctor's fees, immunizations/inoculations, passports and personal equipment).

**RULES AND REGULATIONS:** I understand (and I have discussed with my child and explained to him/her) that any participant that does not adhere to the rules of the Destino program will be subject to immediate dismissal from the program. I also understand (and I have discussed with my child and explained to him/her) that Destino reserves the right to dismiss any participant from the program that the Destino staff believes is a safety concern or medical risk, is injurious to himself/herself or others, or is detrimental to the program. I assume all costs for early departure whether for medical reasons, early dismissal or otherwise. Causes for early dismissal from the program include, but are not limited to, the following:

- **Behavior that is destructive, abusive or violent, or that involves harassment, theft, vandalism or sexual activity.**
- **Failure to abide by curfews and/or other set expectations for respectful behavior towards Destino program participants, staff members or host country locals.**
- **Use or possession of non-prescribed drugs, alcohol, tobacco products, narcotics or weapons.**
- **Unsafe behavior, which includes, but is not limited to, failure to wear seatbelts, life jackets, helmets or other safety equipment, self mutilation, body piercing, and/or tattooing.**

**PERSONAL PROPERTY LOSS:** Destino urges program participants not to bring expensive personal property (including, but not limited to, electronic equipment), and I agree that Destino will not be held responsible for the loss, theft or damage of/to any personal property. I understand that Destino recommends that I purchase separate insurance for personal property.

**MEDICAL TREATMENT:** I grant permission to Destino or its assigns to hospitalize, to have treated, and to order injections, anesthesia or surgery for, my child. I further authorize the Destino staff to use non-prescription medicine in the even of minor injuries or ailments. I understand and agree to pay all costs associated with medical care and transportation of my child, including, but not limited to, the cost of any evacuation, treatment or medications.

**PHOTO/STATEMENT RELEASE:** I authorize Destino to use any photographs/video/statements of/by/about my child in any Destino promotional or marketing materials.

**ASSUMPTION OF RISK; INDEMNIFICATION:** I understand and accept the fact that programs such as the Destino program involve inherent risks. These risks include, but are not limited to: civil unrest; strikes; war; terrorist activity; weather; medical outbreaks; possibly dangerous conditions beyond Destino's control; illness due to unfamiliar diet; injury due to animals, insects or plants; risks of travel in motorized vehicles; participation in any unauthorized activity; and the risk of personal injury involved in surfing or adventure activities.

I agree to indemnify, defend and hold harmless Destino (and its members, managers, employees, agents and representatives) from and against any and all liability, damages, loss and expenses of any nature arising from or relating to any loss of or damage to property or any personal injury, including (but not limited to) death or illness, in each case suffered, sustained, incurred or caused by my child while participating in the Destino program. I understand that Destino subcontracts certain aspects of its program to third parties (including, but not limited to, drivers and hotels), and with this understanding I agree to indemnify, defend and hold harmless Destino (and its members, managers, employees, agents and representatives) from and against any and all liability, damages, loss and expenses of any nature arising from or relating to any act or omission of any such subcontractor.

Should Destino ever have to advance monies on behalf of my child for whatever reason or advance monies for litigation where Destino is not liable, then I hereby agree to reimburse and indemnify Destino for the full amount of such monies. I will indemnify, defend and hold harmless Destino (and its members, managers, employees, agents and representatives) from and against any and all claims and liabilities by any non-signing parent or guardian or by my child.

**DISCLAIMER OF WARRANTIES:** IT IS UNDERSTOOD AND AGREED THAT THE DESTINO PROGRAM (INCLUDING, BUT NOT LIMITED TO, YOUR CHILD'S ACCESS TO, AND PARTICIPATION IN, THE DESTINO PROGRAM) IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO ANY EXPRESS WARRANTIES SET FORTH ABOVE, DESTINO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DESTINO WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO DESTINO BY YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, OR (II) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER OR NATURE, EVEN IF DESTINO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

**AGREEMENT IS UNDERSTOOD:** I have had adequate and reasonable opportunity to consult with an attorney of my choice regarding this Agreement and to have it explained to me. I have read and I fully understand this Agreement and its terms and conditions.

**GENERAL:** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of the State of California without regard to the conflicts of law provisions thereof. The parties hereby submit to the jurisdiction of the state and federal courts in the County of Orange, State of California, and agree that said courts have the sole and exclusive jurisdiction over any and all disputes, claims or causes of action involving such party that arise out of or relate to the Agreement. No amendment, modification or waiver of this Agreement (or any part hereof) will be binding upon any particular party hereto unless made in writing and signed by a duly authorized representative of such party, and no failure or delay in enforcing any right will be deemed a waiver. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. Headings and captions are for convenience only and are not to be used in the interpretation of the Agreement. The Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile signature shall be deemed an original for purposes of evidencing execution of the Agreement.

I agree to all of the terms and conditions of this Agreement.

\_\_\_\_\_  
Parent's or Legal Guardian's signature

Date: \_\_\_\_\_

**PARTICIPANT AGREEMENT**

I have read the Destino materials provided to me and/or my parent(s) or guardian(s), and I feel knowledgeable about the program in which I plan to participate. I have read the above Agreement in its entirety, including (but not limited to) the Rules and Regulations, Assumption of Risk, Disclaimer of Warranty and Limitation of Liability sections, and I agree to be bound by and to abide by the above Agreement in all respects. I understand the Destino program involves mandatory community service work and language study, and I feel enthusiastic about the program and plan to participate wholeheartedly and to conduct myself as a responsible representative of the program, my family, my community and my country. To the extent I am 18 years of age or older, then I understand and agree that "my child" (or any similar term or phrase used in this Agreement) refers to me, and that the "I" (or any other term or phrase that refers to the signing party to this Agreement) also refers to me.

\_\_\_\_\_  
Participant's signature

Date: \_\_\_\_\_