

RELEASE AND AGREEMENT FOR ABROAD CHINA PROGRAM

Agreement

The following agreement is designed to protect all participating in Abroad China, Inc. study/intern abroad programs (“Program”), including students, non-students and faculty members. You, as a participant, must sign at the end of this form to indicate agreement and permission to participate.

_____ (“participant”) enters into this agreement with the Abroad China, Inc. (“Abroad China”), 1518 Inlet Ct., Reston, VA 20190 with the following mutual agreement:

Name of Company: Abroad China, Inc.

Program: **Summer/MBA/Young Professional/Basic Relocation/English Teaching/Special/Other** (delete where appropriate)

Year of Participation:

Table of Contents

Section A: Terms and Conditions

- (A) Standards of Conduct for Participants in Study/Intern or Intern Only Programs
- (B) Program Changes or Termination made by Abroad China.
- (C) Terms and Conditions of Internship Placement
- (D) Current Internship Withdrawal and Reassignment to a New Hosting Company.
- (E) Complete Withdrawal from an Internship Placement
- (F) Chinese Language Study
- (G) Insurance Coverage
- (H) Medical Treatment
- (I) Abroad China’s Refund Policy
- (J) Complete Withdrawal from the Program by Participant after Commencement date. (K) Financial

Obligations

- (L) Authority of Program Director.
- (M) Force Majeure
- (N) Assignment of rights & Obligations
- (O) Waiver.
- (P) Severability.
- (Q) Choice of Law and Forum.

Section B:

- (A) Entire Understanding

Section C: Release

- (A) General Release

Confirmation of Understanding

Section A: Terms and Conditions

(A) Standards of Conduct for Participants in Study/Intern or Intern Only Programs

1. Persons admitted to the Programs are required to comply with Abroad China rules and regulations as well as those of the host institutions and organizations.
2. Participants in the programs are expected to show respect for the host country customs and regulations, to show maturity and reasonable behavior in public and private.
3. Accordingly, each participant is required to assume full responsibility for his or her own behavior and conduct and for careful use of facilities made available and /or entrusted to him or her.
4. The use of drugs or prohibited chemical substances will not be tolerated under any circumstances.
5. No participant should attempt to smuggle or purchase or use any offensive weapons during their stay in the host country.
6. While in the host country, participants are subject to the host country laws. It is the responsibility of each participant to know and comply with the host country laws. In this instance the laws of the People's Republic of China.
7. It is the responsibility of all participants to have the valid and necessary travel documents need for travel overseas.
8. To assume responsibility and potential liability in all matters, in particular in matters of compliance with regulations concerning the consumption of alcoholic beverages; and further, to help prevent any abuse or excesses stemming from the use of alcoholic beverages.
9. It is understood and agreed that should a participant elect to remain overseas at the location of the Programs or else where after participation in the Programs, Abroad China and hosting institutions/organizations will cease to act as sponsors of the participant.
10. Abroad China reserves the right to dismiss from the Programs any participant whose conduct or continued presence interferes with or threatens to interfere with the rights or well-being of the participant, the community of the host institutions and organizations, or any other persons.

11. Once on the Program, this decision may be made by the Program Director of Abroad China, in appropriate cases including consultation with the hosting institution and/or organization. A representative of Abroad China will attempt to notify the participants' parents or legal guardians, and a staff member may assist in arranging the participant's immediate return to the United States. Any additional transportation expenses incurred as a result of early departure are the responsibility of the participant. Any participant thus dismissed immediately ceases to be a participant in the Programs he or she was previously enrolled in and loses all benefits and forfeits any academic credit and any fees paid.
12. Abroad China has the right to refuse or suspend any services in China to a candidate or program participant if the full program fee payment is not received before the program start date.

(B) Program Changes or Termination made by Abroad China

1. I understand that Abroad China reserves the right to make cancellations, changes or substitutions in cases of emergency, low enrollment, changed conditions or in the interest of the group.
2. Should Abroad China cancel the Program, full refund of all payments will be made unless the cancellation is due to political, natural, technological, or other catastrophes beyond its control in which case Abroad China will be able to refund only uncommitted and/or recoverable funds.
3. Abroad China will endeavor to adhere to all arrangements made but nevertheless reserves the right to cancel or alter any parts of the Program should unforeseen circumstances make this advisable.

(C) Terms and Conditions of Internship Placement

1. In the event that Abroad China has provided the candidate with one out of his/her three internship preferences as indicated and signed by the candidate on their 'Confirmation of Acceptance' form and the candidate after commencement of the internship wants to change to another internship field or industry within or outside of his/her previous preferences then no reassignment to a new or one of their other internship preferences will be made.
2. In the event that the hosting company changes its mind in offering the internship position to the candidate before or during the internship placement, Abroad China is responsible to locate another internship placement in one out of his/her three internship preferences as indicated and signed by the candidate on their "Confirmation of Acceptance" form. Candidate will not receive any refund under such circumstance.

(D) Current Internship Withdrawal and Reassignment to a New Hosting Company

1. Abroad China will facilitate the reassignment of a participant in a new internship only in the following cases:
 - A) In the event of a substantiated complaint relating to treatment or a broken contract being upheld (by the Abroad China complaints procedure) against the hosting company.
 - B) In the event that all mediation efforts by Abroad China staff members have failed to resolve the candidate's complaints.
 - C) In the event that the hosting company has treated the candidate in an inappropriate manner.
 - D) In the event that the hosting company has asked the candidate to break the laws of the People's Republic of China or the United States of America.

1. Abroad China will not facilitate the reassignment of a participant in a new internship in the following cases:
 - A) In the event that the candidate has broken the laws of the People's Republic of China.
 - B) In the event that the candidate has a personal complaint against an individual at the hosting company.
 - C) In the event that the candidate has abused his position at the hosting company.
 - D) In the event that the candidate has broken the hosting company's regulations or contract of internship.
 - E) In the event that the candidates behavior is deemed to have been irresponsible or inappropriate.
 - F) In the event that Abroad China has provided the candidate with one out of his/her three internship preferences as indicated and signed by the candidate on their 'Confirmation of Acceptance' form and the candidate after commencement of the internship wants to change to another hosting company within or outside of his/her previous preferences then no reassignment will be made.

(E) Complete Withdrawal from an Internship Placement by Participant

1. If a candidate withdraws from an Internship for whatever reason before completion of the agreed term the candidate is liable for all costs incurred by Abroad China and the hosting company during the duration of the agreed internship.

(F) Chinese Language Study

1. All candidates will receive a placement test conducted by the host university/ language school to determine their level. They will then be allocated a class according to the advise of the host university/ language school. Participants are not allowed to place themselves in a level.
2. All participants are required to attend class at the specified time allocated by the host university/ language school. If a participant is continuously late or disruptive the host university/ language school has the right to refuse entry to that individual.
3. If a participant wishes to withdraw from Chinese language class they are free to do so. However, no refund will be given. (For further details please see refund policy)

(G) Insurance Coverage

1. I understand that Abroad China requires that all participants be covered by appropriate medical insurance and that all participants be financially responsible for such expenses.
2. I agree to provide Abroad China information regarding my insurance coverage and how that insurance coverage applies abroad, including a copy of the policy and policy number for information purposes only. Participants are recommended to insure their personal property from loss of theft.

(H) Medical Treatment

1. I understand that while I am overseas an emergency situation may develop which necessitates medical care, hospitalization, or surgery. Where possible, the Program Manager or Director, or agent will contact my parents, guardians or next of kin prior to such treatment.
2. I understand that all medical treatment shall be solely at my expense.

(I) Abroad China's Refund Policy

Refund of Deposit

1. There shall be no refund of the deposit for any reason.

Refund of Final Payment BEFORE Designated Program/Service Start Date

2. If a participant wishes to withdraw program or service for 'whatever reason' he/she will be refunded all recoverable costs. A withdrawal fee of 20% of the total program cost will be charged. If a participant wishes to withdraw from a program element or service option he/she will be refunded recoverable costs. A withdrawal fee of 10% of the program element or service option cost will be charged.

Refund of Final Payment AFTER Designated Program/Service Start Date

3. If a participant wishes to withdraw or not take part in the whole program, a program element or service after the commencement date for 'whatever reason' he/she will NOT be eligible for ANY Refund.

(J) Complete Withdrawal from the Program by Participant after Commencement date

1. If a student cancels out of a program, he or she must notify the Abroad China in writing. The indemnification obligation described in this paragraph also shall include any legal fees and expenses incurred in connection with any claim or debt.
2. I agree to pay for all costs arising out of my voluntary or involuntary withdrawal from the Program prior to its completion for whatever reason, including withdrawal caused by illness or disciplinary action, as set forth above.
3. Once formally accepted into the program, any financial obligations or deposits made by Abroad China, on behalf of or for the benefit of the participant, will be the responsibility of the participant if they voluntarily or involuntarily withdrew from the program.
4. I agree to abide by the terms of the financial obligation, refund, withdrawal and cancellation policies set forth by Abroad China acceptance letter to the Program. I agree that I (including my parent, guardians or next of kin) shall not assert claims for or hold Abroad China, its employees, officers, or agents responsible for any cost or losses resulting from such events.

(K) Financial Obligations

1. Participants (and parents, guardians or next of kin, if applicable) agree to discharge all indebtedness or obligations to the Abroad China before the conclusion of the Program, or at any other specified date according to any other written and signed arrangements made with Abroad China and hosting institutions/organizations on an individual basis. The undersigned hereby assume(s), jointly and severally, full responsibility for and agree(s) to indemnify and hold harmless Abroad China, their employees, representatives and agents (including any educational institution and hosting organizations in the host country, any host family, any pension or lodging) from and against any and all claims for loss, damage or injury to person or property sustained by the participant or any other person or organization, by whatever cause (including any act or omission, negligent or otherwise, on the part of any person or organization) arising out of or relating to the participants participation in the Program.
2. In furtherance and not limitation of the foregoing, the undersigned agree(s) to reimburse, indemnify and hold harmless Abroad China and its representative, agents, the host institutions/organizations against any bills, fines, returned unpaid checks or any financial claims or penalties relating to the participants enrollment in the Program that may be submitted to the Abroad China following the participants departure from the host country of the Program.

(L) Authority of Program Director

1. I recognize the program's on-site Program Director of Abroad China as the designated authority in matters pertaining to my compliance with the norms of prudence and the laws of the United States and the host country.
2. I recognize their authority to dismiss me from the program if I use illegal drugs and/or excessive alcohol, or if I engage in conduct, which in their opinion, may endanger myself or others and/or is detrimental to the program. I forfeit my right to participate further in the program and agree to return to the United States (or other designated domicile), if so instructed.

(M) Force Majeure

1. Abroad China, and their officers, employees and agents, will not be responsible for any delay or failure in performance resulting from any cause beyond their control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and Acts of God.

(N) Assignment of rights & Obligations

1. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both parties prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

(O) Waiver

1. The failure of a party to enforce any provision of this Agreement shall not be deemed to be a waiver of such right.

(P) Severability

1. Any provision of this Agreement which is prohibited by, or unlawful or unenforceable under, Virginia law, shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this Agreement.

(Q) Choice of Law and Forum

1. This Agreement shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Agreement shall be brought before a proper state or federal court in the Commonwealth of Virginia.

Section B:

(A) Entire Understanding

1. This Agreement expresses the entire understanding and all agreement of the parties. Neither party has made or shall be bound by any agreement or representation to the other party which his not expressly set forth herein.
2. Due to possible revaluation of the RMB, Abroad China reserves the right to adjust program prices accordingly.

Section C: Release

(A) General Release

1. I understand that participation in the Program is entirely voluntary and that any program of travel involves some element of risk.
2. I understand that I will assume the risk in recognition and appreciation of the dangers, hazards, and risks of studying/working abroad, which dangers include but are not limited to transportation delays and accidents; inadequate housing; foreign laws that are more rigidly enforced than in the United States; contracting serious or deadly indigenous diseases such as Hepatitis A, Hepatitis B, Typhoid Fever, HIV and AIDS, Malaria and Yellow Fever; being a victim during a civil disorder or terrorist attack; natural disasters such as earthquakes, hurricanes and tropical storms, mud slides, flooding, and volcanic eruptions which could include serious or even mortal injuries and property damage.
3. Further, I understand Abroad China may have minimal influence to intercede in my behalf in the event that I violate the law.
4. I agree that in partial consideration of Abroad China sponsoring this activity and permitting the participant to participate, I (including my parents guardians or next of kin) will not attempt to hold Abroad China, its officers, employees, or agents liable in damages for any injury, death, or loss to person or property sustained by me while participating in or arising out of any travel or activity conducted by or under the auspices of the Abroad China, hosting institution and organizations.

By signing this form, you also agree, for yourself, your heirs and assigns, to release and hold harmless Abroad China, its officers, employees, and agents from any legal claim or liability for any injury and personal property damage that is caused to you by the negligent act or omission of Abroad China, its officers, employees and agents while you are participating in the program.

Confirmation of Understanding

I/we confirm that I I/we have read and understand these terms and conditions and agree to be bound by them. I hereby apply for admission to the Abroad China study/intern or intern only abroad program for the period starting approximately (month, year) and ending approximately (month, year). I agree to accept the supervision and authority of Abroad China throughout my association with the Program, and to conform to the group regulations, Laws of the People's Republic of China and to conduct myself as a responsible representative of my college and country.

Participant Signature

Date

Parents, Legal Guardians or Next of Kin Signature (If under 18 years of age)

Date

Relationship to the applicant: _____

Please print name and address of parents or parent, or legal guardian signed above with appropriate Title (e.g., Mr. Mr., Mrs., Mr. And Mrs., Col., Dr., etc.):

Title First Name Middle Initial Last Name

Address: _____

Telephone Number: (____) _____
