

TFAS Santiago Program Policies Acknowledgment, Agreement and Release of Liability

For value received, and upon signing and submitting this Acknowledgment, Agreement, and Release of Liability, I confirm that I wish to participate in TFAS Santiago.

I agree to abide by The Fund for American Studies and Universidad de los Andes' policies and procedures, as detailed herein and as communicated to me, as well as all federal, state, and local laws. I understand that my participation in TFAS Santiago may be terminated by The Fund for American Studies or by me at any time, with or without cause, regardless of any agreements in conjunction with my participation. I understand that The Fund for American Studies and Universidad de los Andes, referenced as "TFAS" and "UANDES" henceforth, cannot and do not guarantee that any particular experience or learning goals and objectives will be achieved.

TERMS OF FINAL PAYMENT

The program cost must be received no later than the payment deadline specified in a student's acceptance letter, or as otherwise disclosed by TFAS Staff.

It is the participant's responsibility to ensure that payment is received by the deadline. Payments made after the deadline are subject to late fees and may result in the participant's forfeiture of his or her position in the program.

Payment may be made by check or money order, payable to "The Fund for American Studies", or by credit card or PayPal (via the website) or cash (by special arrangement with the program director).

If full payment cannot be made by the deadline, because money has not yet been issued from a lending institution or financial aid office, a letter must be sent by the lending institution or financial aid office and received by TFAS by the deadline date. The letter must verify the date that full payment will be disbursed, the party to whom the funds will be issued and the amount of the disbursement.

If money is to be disbursed from a third party, including the home university or lending institution, it is the participant's responsibility to ensure that the money is sent to TFAS at the designated time. At the scheduled time of disbursement, participants must verify that payment was received by TFAS.

REFUND AND WITHDRAWAL POLICY

The participation fee will be refunded in full if a participant withdraws from the program in writing by November 1, 2024. Participants withdrawing after this date and before the close of business on December 1, 2024, will receive a 50% refund. After this date, no refunds will be given, subject to staff discretion. This policy reflects the resources allocated towards reserving a place for participation in the program once a participant enrolls. If an enrolled participant withdraws from the program after December 1, 2024, his or her space will likely go unfilled which may prevent another deserving applicant from filling this vacant spot.

There is a \$25.00 charge for all returned checks.

In order to withdraw and initiate the reimbursement of a participation fee, the student should reach out to program staff by writing to international@TFAS.org and indicate his or her withdrawal from the program and original payment method. Please be aware that payment reimbursement processing takes a minimum of 3-5

days.

If TFAS cancels the program at any time, participants will receive a full refund of their participation fee.

PARTICIPANT ATTENDANCE & PARTICIPATION

TFAS and UANDES expects each participant to attend every professional, academic, and co-curricular session, complete all reading assignments, and participate actively in lecture discussions. Attendance will be recorded at all program events (excluding optional social events), and participants must ask permission of the program director to be absent from any session or mandatory event. Failure to regularly attend all scheduled program events will result in dismissal from the program.

If a participant is removed from the program, there will be no refund of money paid, and travel costs will be the responsibility of the participant.

RESPECT

TFAS and UANDES expect participants in their programs to treat the staff, professors, speakers, alumni, fellow participants and any other people they come into contact with during the program with respect and consideration. Actions by any participant that are seen as physically or verbally abusive to others are regarded as serious offenses. Participants must understand that such abusive behavior is subject to disciplinary action and dismissal from the program.

ACADEMIC INTEGRITY

Participants are expected to hold academic integrity in the highest regard and TFAS and UANDES will not tolerate dishonesty, cheating or plagiarism of any kind. Failure to follow procedure in sessions is subject to disciplinary action and dismissal from the program. Plagiarism shall be defined as submitting another person's work, whether previously published or not, as your own, or taking portions of another person's work, whether published or not, and presenting them as your own in your work without properly attributing them to the person who created the work. Fabrication of work for a class is also not tolerated. TFAS and UANDES retain the right to take disciplinary action and/or dismiss a participant from the program.

HOUSING

Program participants must abide by hotel regulations, and the roommate contract that is distributed. TFAS and UANDES are not responsible for any damage to or loss of personal property while living at Hotel Diego de Velazquez. Any damage to units will be assessed to all inhabitants. Roommate and housing assignments will be made prior to the program start date. TFAS staff reserves the right to make changes as necessary during the program.

INSURANCE

I understand that TFAS and UANDES will not provide me with any employee benefits such as health insurance, and I understand that I am responsible for obtaining and sustaining my own health/medical or auto insurance coverages. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.

RISK ACKNOWLEDGMENT

I understand that my participation in the program, to include any travel associated with it and residing at Hotel Diego de Velazquez, could involve risk of bodily or psychological injury (including illness), property damage or theft, or death, economic or emotional loss, and I accept and fully understand these risks. I

understand that these injuries or outcomes may arise from my own or another's actions, inaction, or negligence, conditions related to travel, or the condition or location of the program or housing. **Nonetheless, I assume all related risks, both known and unknown to me, of my participation in the program, residing at Hotel Diego de Velazquez, including travel to, from and during the program.** I acknowledge that it is my responsibility to participate only in those activities of which I am physically capable.

APPROPRIATE DRESS

The program is an academic experience, and participants should plan to dress accordingly. Site briefings, lectures and panel discussions will feature working professionals, and your attire should be appropriate for participation. Over the course of the program there will also be at least two occasions which require formal dress. A coat and tie with dress slacks or a business suit may be appropriate for men, and a skirt and blouse, dress, or business suit may be appropriate for women.

ATTENDANCE AGREEMENT

I agree to participate fully in all aspects of the program, which includes attending all scheduled sessions, lectures, and site briefings. I understand that attendance is MANDATORY at all events scheduled by TFAS and UANDES unless otherwise noted and that an unexcused absence warrants dismissal from the program and/or forfeiture of the participation fee.

I agree to abide by all rules and policies set forth in the policies listed above and any other policies communicated to me by TFAS and UANDES.

GENERAL LIABILITY RELEASE OF CLAIMS

In consideration of the opportunity and experience afforded me, with full knowledge and appreciation of the risks involved, I hereby release and hold harmless TFAS and UANDES and their directors, officers, employees, agents, successors and assigns, and their respective heirs, personal representatives, and affiliates, from all form and manner of risks inherent or relating to such participation in the program, including but not limited to, any related travel, residing at Hotel Diego de Velazquez, claims of TFAS' or UANDES' negligence, resulting in any physical or psychological injury, illness, damages, or economic or emotional loss I may suffer because of my participation in this program. I waive all claims and demands of any nature arising from my participation in the program and residing at Hotel Diego de Velazquez which I may have against TFAS or UANDES, their officers, directors, employees, agents, successors and assigns, and affiliates. I agree and understand that this liability waiver will extend beyond the dates of this Agreement and program participation.

I understand and agree that this Release contains the entire agreement between the parties, and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release and Agreement shall be binding upon the undersigned, and respective heirs, executors, administrators, personal representatives, successors and assigns.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing TFAS and UANDES from all liability, (b) promising not to sue TFAS or the UANDES, and (c) assuming all risks of participating in this program, including travel to, from and during the program, and residing at Hotel Diego de Velazquez.**

I acknowledge that my failure to adhere to the terms of this Agreement constitutes grounds

for immediate dismissal from participation in the program at the sole discretion of TFAS.

I understand that this document is written to be as broad and inclusive as legally permitted by the District of Columbia. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining items.