



## ActionQuest Terms, Agreements, Medical and Liability Release

Please read the following carefully. It contains important information about your ActionQuest program and may affect your legal rights if an injury or other loss occurs. It must be signed by all students in ActionQuest programs who are 18 years of age at the time of signing or will become 18 during the program (adult Student). If the Student is a minor at the time of signing, at least one parent or guardian (parent and guardian being referred to as Parent) must also sign as evidence of his or her understanding of, and agreement to, these terms and conditions, on their own behalf and on behalf of the minor Student. When used below, "I" refers to the adult Student and to the Parent of a minor Student.

### Enrollment, Payment, Refund, Cancellation and Dismissal Agreements

Most students enroll early to ensure a space in the program of their choice yet there is no set application deadline. To enroll, complete and return this application with the application deposit fee to ActionQuest. The deposit will hold your space up until the first half of tuition is due. Standard application deposit is \$750 before April 1st and \$1500 on/after April 1st. We accept credit cards for this program deposit payment. This deposit is fully refundable until January 1<sup>st</sup> in the year of your program; after that date the deposit and all subsequent tuition payments are non-refundable so we strongly suggest participants select the trip cancellation insurance coverage. On March 1st, one half of the tuition is due in order to secure your space up until the final tuition payment date. The tuition balance is due April 1st. Applications are accepted after these dates where space is available. A \$100 late fee will be applied to the balance of tuition outstanding on May 1st. Payment and late fee extensions are given to those applying after these deadline dates, please call for details. Tuition payments are accepted by check or wire transfer. Credit cards may also be used for tuition payments, but the tuition amounts will be slightly higher, as our published tuition fees reflect a 3% discount for direct payment.

Once enrolled, any request to switch programs in the same summer will be considered on a case-by-case basis. It should be understood that it is not our policy to allow program switches within 30 days of the program start date. If any program is canceled prior to commencement, ActionQuest shall have no liability beyond the refund of deposits and monies paid to them. It is understood that the route and itinerary, facilities, personnel or activities of any program may be changed at the discretion of the director to suit the needs of the program without notice or obligation. Except for flight irregularities, failure to arrive on the designated program start date will be considered as a cancellation unless previously approved by a Program Director. The Director reserves the right to dismiss any Student who is: A. in breach of (or associated with those in breach of) any agreement as set forth in the student agreement contract or B. anyone who is, in the Director's judgment, detrimental to the program. In any dismissal case, or in the event of a withdrawal from the program for any reason prior to or during a program, it is understood that all fees, including tuition and deposits, are non-refundable. Also, it should be understood that the costs of any additional travel, housing and flights that are incurred for both the departing Student and staff chaperone (when required) are the sole responsibility of the parents. In the unlikely event of a medical emergency or dismissal, parents (or designee authorized to make decisions) must remain contactable at all times throughout the program and hereby agree to be available to coordinate the return of their Student on the same day as receiving a call from a Program Director.

Enrollment for any two programs (including sister programs of ActionQuest) in the same summer will be considered as a single program in the event of withdrawal or dismissal. Please Note: Information on Trip Cancellation Insurance is available on our website that offers a full refund for a small percentage of the amount insured in the event of cancellation up to departure and including interruption after departure. We strongly recommend that insurance is purchased to avoid any loss after fees are paid. ActionQuest reserves the right to cancel not fully paid applicants without refund and accept others into the program. Your signature on this form indicates agreement with all terms, conditions and refund policies published on our website, in the brochure and on this registration and application form.

### Medical and Liability Release Agreement

**In consideration of the services of ActionQuest, LLC., I understand and agree as follows:**

**ActionQuest Activities and Risks:** ActionQuest activities have inherent risks, many of which cannot be eliminated without destroying the unique character of the activities. These risks can cause loss or damage to a Student's equipment or person, including in potentially extreme cases, disability or death. The activities and risks are described, in part, in the "Declaration of ActionQuest Activities and Risks" that is available for download on the ActionQuest website at [www.actionquest.com/risks](http://www.actionquest.com/risks) or call us for a copy. This Declaration must be read and understood by the Student and Parent.

**Assumption of Risks:** I understand the nature of the activities and the risks described in the Declaration of ActionQuest Activities and Risks, and that other risks may be encountered that are not described in the declaration; and I assume ALL risks of enrolling and participating in the activities of ActionQuest, including the negligence of ActionQuest. If the participant is a minor, Parent has discussed the activities and risks with the minor who chooses to participate. Except as otherwise expressly provided herein, I take responsibility for any injury or loss, including death, that I may suffer arising in whole or in part out of enrollment or participation in the activities of ActionQuest, including the negligence of ActionQuest.

**Release and Indemnity:** I release and discharge (agreeing to make no claims, and not to sue) ActionQuest, LLC., its owners, employees, trustees, officers and directors, and the owners and operators of any vessel on which the programs are conducted (individually and collectively referred to as Released Parties) from all claims of injury or loss that I may suffer arising out of or in any way connected with enrollment or participation in an activity of ActionQuest, including the negligence of ActionQuest. I indemnify the Released Parties from any claim or demand brought at any time by the minor child, or me, or anyone else, arising out of or in any way related to the enrollment or participation in an activity of ActionQuest, including the negligence of ActionQuest. I understand that Florida law may limit my authority to execute a pre-injury release. I make the release and indemnity only to the extent that Florida law permits.

**Additional Provisions:** I verify that Student is physically and mentally capable of participating in his or her program, without causing harm to himself, herself, or others and, prior to the commencement of the program, ActionQuest will be informed of all past or current physical or psychological conditions that might adversely affect participation in program activities. In case of a medical emergency, ActionQuest is authorized to administer first aid and to engage the services of a physician, dentist, or hospital. The physician or dentist selected may hospitalize, secure proper treatment for, and order injection, anesthesia, or surgery for the Student. ActionQuest and any third-party medical care provider are authorized to exchange pertinent medical information. Reasonable efforts will be made to contact Parent or Emergency Contact if a medical emergency or serious illness occurs. The cost of all medical services and any costs incurred by ActionQuest staff while accompanying the Student, including lodging, transportation and costs related to rejoining the group shall be paid by the Student or Parent. Student and Parent authorize ActionQuest and parties designated by ActionQuest to use photos, videos, recordings, statements and written reports, that may include the Student, in any manner ActionQuest chooses for advertising, display, education, audiovisual or other use. If Student or Parent has any dispute with ActionQuest or other Released Party that cannot be settled through discussion between the parties, they will attempt to settle the dispute by mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by Florida courts as qualified mediators. This contract shall be governed by Florida law in any action brought under it or as a result of it or because of its existence. This contract shall not be construed for or against a party because that party wrote it. The venue of any action or proceeding brought under this contract or resulting from it shall be brought only in a state court of competent jurisdiction in Sarasota County, Florida. The parties waive any right to bring an action or proceeding in any federal court. If this waiver is held invalid for any reason, then any action or proceeding brought in federal court shall be brought only in the District Court for the Middle District of Florida. The parties waive any right to a jury trial in any action or proceeding under this contract or resulting from it, whether for breach of contract, negligence, tort, products liability, strict liability or any other legal theory of a cause of action. No party against whom an action is brought under this contract shall be liable for consequential or punitive damages. I agree that the foregoing agreement shall be binding upon me personally as well as upon my heirs, personal representatives, and all members of my family. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between me and ActionQuest and its affiliated organizations and sign it of my own free will. This contract becomes valid once the deposit has been accepted by ActionQuest. Adult Student or Parent will pay all costs and attorney fees incurred by ActionQuest or other Released Party in defending a claim or demand if ActionQuest prevails. Student, including minor Student and Parent have read, understand, acknowledge and accept the Declaration of ActionQuest Activities and Risks as well as all terms and conditions stated herein and agree that this agreement shall, to the fullest extent allowed by law, be binding on each of them, their respective heirs, assigns and personal representatives.

Parent or  
legal guardian signature: \_\_\_\_\_  
(Individually and on behalf of the student)

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

Student signature: \_\_\_\_\_  
(Required if student is over the age of 18 at any time during the trip)

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