**International College of Cosmetology**

**Student Exchange Visitor Program Agreement**

This Student Exchange Visitor Program Agreement (hereinafter "Agreement") is entered into by and between International College of Cosmetology, a private educational agency, (hereinafter "College") \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of student) (hereinafter "Student") concerning Student's participation in the Student Exchange Visitor Program and the course program offered, (hereinafter "Program"), held in conjunction on the approximate date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and end date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, College has given permission for Student to participate in the Program; and

WHEREAS, Student acknowledges, warrants, and represents that Student has received and fully read and completely understands the information provided by the College in the Program packet and that Student has been fully advised as to the cultural, safety and health differences and problems presented thereby, and numerous potential problems and dangers of the Program; and

WHEREAS, Student wishes to participate in the Program; and

WHEREAS, Student and College intend to be legally bound by the terms of this Agreement including Student's releases and indemnity of College and in consideration of the permission granted by College to Student to participate in the Program.

DISTRICT AND STUDENT AGREE AS FOLLOWS:

**RELEASE**

1. Student hereby releases, discharges, and agrees to hold harmless College, and each of their trustees, agents, employees, representatives, and volunteers, from all liability arising out of or in connection with Student's participation in the Program. For purposes of this Release, liability means all claims, demands, losses, causes of action, suits or judgments of any kind that Student or Student's heirs, executors, administrators and assigns may have against College, and any of their trustees, agents, employees, representatives and volunteers, because of failure to pass any course or class or obtain any particular grades, personal injury, accident, illness or death, or because of any loss of, or damage to property that occurs to any person including Student or his or her property during the Program and that results from any cause including but not limited to College's or their trustees', agents', employees', representatives' or volunteers' own passive or active negligence or other acts other than fraud, willful misconduct, or violation of the law.

**INDEMNIFICATION**

1. Notwithstanding any insurance coverage which may be in effect and in addition to any additional undertakings referred to herein, Student, to the extent allowed by law, shall defend, indemnify and hold College and each of their trustees, agents, employees, representatives and volunteers free harmless from and against any and all liability, claims, losses, expenses, judgments, or demands, including the obligations of College, and each of their trustees, agents, employees, representatives and volunteers, on account of any similar Agreement the District, College, Board, and each if their trustees, agents, employees, representatives and volunteers has with Student, including demands arising from injuries or death of persons and damage to property, arising directly or indirectly out of Student's participation in the Program, save and except for claims or litigation arising from the willful misconduct of College and Student will make good and reimburse College and each of their trustees, agents, employees, representatives and volunteers for any expenditures, including reasonable attorney's fees College and each of their trustees, agents, employees, representatives and volunteers, Student will defend such suit at the sole cost and expense to Student.

**ACKNOWLEDGMENT OF INHERENTLY DANGEROUS ACTIVITIES AND ASSUMPTION OF THE RISK THEREOF**

1. Student acknowledges that the countries which the Program may involve may have health and safety standards substantially below. those enjoyed in the United States and that Student may be subjected to potential risks, illness, injuries, and even death. Student acknowledges the inherent hazardous and dangerous nature of the Program and voluntarily participates therein and assumes all risk of illness, injury, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able, and willing to participate in this Program and be subjected to the potential inherently hazardous and dangerous activities without limitations.

**PERSONAL PROPERTY**

1. District assumes no liability or responsibility whatsoever for any personal property of the Student brought on the Program.

**CONDUCT**

1. (a) Student agrees that throughout the Program, Student will conduct him or herself in accordance with all applicable statutes, ordinances and other laws including but not limited to the College's Student Code of Conduct, all Program rules established by College, and laws, regulations, orders, and requirements of duly constituted public authorities of the countries or states where the Program takes place. Student understands and agrees that the uses or possession of narcotics, or any other illegal substance on the Program is expressly prohibited. Student further understands that his or her violation of any rules, regulations, and/or orders of College personnel and/or any other lawful authority or abuse of alcoholic beverages is grounds for immediate expulsion from the Program. Student shall indemnify and hold College, and each of their trustees, agents, employees, representatives, and volunteers harmless from the consequences of any violations of such orders, laws, rules, regulations, ordinances, and all claims for damages resulting from such violations including reasonable attorneys' fee. Student further agrees that the College's supervisory personnel on the Program have the right to terminate Student's participation in the program if it is determined by them that Student's conduct violates any of the above-described laws and rules, or is detrimental to Student or other students or supervisory personnel, or in conflict with the program, or is out Of harmony with the best interests of the group as a whole, in which event student shall return home at Student's own expense. Student further agrees and understands that the violation of any rules or regulations may be just cause for suspension or expulsion of Student from College. In the event Student is returned home, Student agrees no monies paid for or in connection with the Program will be refunded.

(b) Student understands that any misconduct by student, including not being in Program on the designated daily basis will result in a report made to the federal government. Student is aware that College reports to the federal government daily and student Will be held fully liable for not reporting student absences and activities to college in a timely manner.

**RESPONSIBILITY**

1. Student agrees and warrants that College cannot and shall not be held responsible in any way for Student safety needs or well-being during any period in which Student is not directly participating in the Program (including off hours and breaks), and further recognizes that Student does not have the right to use Student's automobile or to provide Student's own transportation for any time during the Program. In the event Student uses transportation other than that provided by the Program during the Program or any break there from, Student acknowledges and agrees that Student shall be fully liable for all accidents or losses arising out of Student's use of Student's automobile or transportation, and that any insurance provided by the travel contractor will not cover such and Student hereby releases and discharges College, and each of their trustees, agents, employees, representatives and volunteers from all liability for such use as set forth above in the paragraph entitled Release and the paragraph entitled Indemnification.

**MEDICAL CONSENT**

1. In the event of any medical emergency (physical or mental), Student hereby grants to College or any of its representatives on the Program the full authority to take any action deemed necessary to protect Student's mental or physical health and safety at Student's own expense, including but not limited to, placing Student under the care of a doctor or in a hospital or any place for medical examination and/or treatment or returning the Student to the United States at Student's own expense if such return is deemed necessary after consultation with medical authorities. In the event Student is returned to their country of origin, Student shall not recover any money paid for and in connection with the Program. Student agrees College is not required to take any such actions if it is not aware of any emergency or in its discretion determines no emergency exists. Should the need arise, College is authorized to provide any information of Student to any health care provider.

**ARBITRATION**

1. All controversies, claims, disputes, and matters arising out of or relating to this Agreement or the breach thereof, or any loss or injury by Student in the Program, whether based on contract, tort, statute or other legal or equitable theory, shall be submitted to arbitration in the County of Alameda, State of California, before a retired Superior Court Judge or a retired California Appellate Court or Supreme Court Justice or before a Retired Federal Court Judge. If the parties are unable to agree as to an arbitrator, the arbitration shall be submitted before Judicial Arbitration and Mediation Services, Inc. ("JAMS") in Alameda County, California. The parties may agree on a retired judge from the JAMS panel. If they are unable to agree, JAMS will provide a list of three available retired judges and each party may strike one. The remaining judge will serve as the arbitrator. If there is more than one remaining judge, JAMS shall select the arbitrator. The parties waive their right to a jury trial. The arbitration shall be held in accordance with the rules of JAMS and shall apply substantive California law. The arbitrator may award costs and attorneys' fees to the prevailing party. The parties shall be entitled to only the following limited discovery:

a) Each party shall exchange all documents relevant to the subject matter of the dispute.

b) Each party shall be entitled to one deposition limited to four hours.

c) Each party may serve one set of interrogatories limited to 15 interrogatories including subparts.

d) Each party may make application to the arbitrator to order the deposition of a witness to be taken for use as evidence and not for discovery if the witness cannot be compelled to attend the hearing or if such exceptional circumstances exist as to make it desirable in the interests of justice and with due regard for the importance of presenting the testimony of witnesses at the hearing to allow the deposition to be taken.

The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including a Federal District Court pursuant to the Federal Arbitration Act. The right of College to terminate this Agreement shall not be subject to arbitration.

**WAIVER**

1. This Agreement contains the entire understanding of the parties. There are no representations, covenants, or warranties by College other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by College. The waiver by College with respect to any breach of any term, covenants or condition herein contained shall not constitute a waiver as to any such breach that may occur in the future.

**INSURANCE**

1. Student understands and agrees that College assumes no liability for any medical, hospital, other health care provider, and/or related expense incurred by Student while on the Program. Student understands and agrees that as a condition for participation in the Program, Student has an International Student 1.0. which includes all limited emergency health insurance policy Student understands that such insurance is limited and may not cover Student for all medical expenses. College recommends that Student obtain supplemental health insurance covering all medical expenses Student may incur while in the Program including but not limited to hospitalization expenses. Student also shall be responsible for carrying Student's own liability insurance including insurance covering any driving that Student may undertake. Student agrees that Student will be personally responsible for all medical, hospital and/or related expenses incurred by Student while in the Program and any breaks.

**MISCELLANEOUS**

1. Student further agrees as follows:
	1. College does not in any way warrant or represent as to the conditions or standards of the living arrangements for Student or assure that different students on the Program will have equal accommodations or accommodations with the same proximity to the classes. There is a lot of variety in living arrangements.
	2. Student acknowledges that in living and traveling in major international cities abroad, Student may experience problems associated with urban living -increased crime, pollution, high population density, or standards of living and health standards. Student must take every precaution to safeguard Student's health and to protect personal belongings from damage or theft. College recommends Student never travel alone, particularly at night. Being alone, particularly at night, may present additional danger to Student's safety and wellbeing.
	3. Women may experience unique difficulties while abroad. Although the rate of violence toward women including rape is higher in the United States than in many other countries, the mere fact of facing the unfamiliar can raise Student's anxiety level which is compounded by language and cultural differences and by the unfortunate fact that people in other countries have acquired knowledge of United States women through distorted and stereotyped media images used in television, movies, and advertising.
	4. If Student while participating in College-sponsored Program excursions or outings wishes to have family or friends participating, District's representative must give written permission and such family or friends must sign a separate Agreement provided by College releasing and indemnifying College from all injury or damages which said family or friends may sustain while participating in such activity.
	5. Student acknowledges that College reserves the right at any time, prior to or during the Program, to make cancellations, changes or substitutions in emergencies or changed conditions, or in the interest of the group. Prior to Program, District further reserves the right to alter the costs to meet unexpected changes in hotels, or other living accommodations and the like (as the amount of fees is based on current tariff rates and expenses that are subject to change). Student acknowledges that such alternates may create greater risks than the original plans.
	6. Student acknowledges Program tuition fee amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and agrees to pay 100% of Program tuition amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before student is handed 1-20 form from College representative.
	7. Student understands that if Student incurs and fails to pay any financial obligations for the Program, and/or pursuant to the terms of this Agreement including damages to educational accommodations, contractor services, etc., such failure may cause Student's grades and records to be withheld until such financial obligations are satisfied by Student.
	8. Student agrees to advise College immediately of any incident which involves or causes any harm to Student. If Student decides to leave the Program, Student shall advise in advance College's representative.

**AUTHORITY**

1. Student represents and warrants that he or she is eighteen (18) years of age or Older, has the authority to execute this Agreement, and is not under guardianship, conservatorship, or other legal authority

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (student name), acknowledge that I have carefully read this entire Agreement and that I understand potential dangers incident to engaging in this activity and I am fully aware of the legal consequences of this Agreement and agree to its terms and understand that I am releasing and waiving certain rights and assuming the risk of injury and damage from my participation in the Program.

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| --- | --- |
| Student NameStudent Signature | ICOC Representative NameICOC Representative Signature |
| Date | Date |