

Conditions of Participation

We, the undersigned, have agreed that the Fellow set forth below ("Fellow") shall participate in the Nyah Project Fellowship identified below ("Program"), a program of **Nyah Project, Inc.** In consideration of the Program's agreement to permit the Fellow to participate in the Program activities, we hereby agree to the following Conditions of Participation ("Conditions"):

Services

Program fees cover all scheduled program expenses from the designated Program starting time until the stated conclusion of the Program as follows: (a) in-country travel costs during the Program (except as otherwise noted below); (b) food and lodging; (c) incidental expenses, such as entrance fees for a limited number of scheduled group activities; (d) orientation and, if applicable, other thematic components; (e) health and accident insurance; (f) related program costs; and (g) administrative costs.

Program fees do not cover other Fellow expenses including (but not limited to): (a) international and domestic transportation to the designated Program starting place and from the stated Program ending place; (b) food and lodging prior to the designated Program starting time or after the stated conclusion of the Program; (c) any additional costs for alternate transportation requested by the Fellow that differs from that scheduled by the Program; (d) any additional transportation costs involved in traveling to or returning from any optional travel/activities; (e) fees for passports, any required or recommended immunizations or pre-travel health consultations, except if the Fellow demonstrates that the aforementioned fees are cost prohibitive of the Fellow's involvement in the Program, the Program, at its sole discretion, may agree to cover the payment of such fees; and (f) expenses involving tips, laundry, telephone calls, postage, gifts, and beverages not a customary part of meals.

Program Changes

The Program reserves the right to cancel, terminate, or alter a program in any way, including the itinerary, activities, and excursions, at any time and for any reason, with or without notice.

Travel Arrangements

Fellows are expected to use the transportation provided by the Program between the ports of departure and return. In signing this form, the Fellow and parents/guardians agree not to arrange, engage in, or encourage personal travel abroad for any purpose not related to the Program, nor to arrange or encourage visits to the Fellow by family or friends during the Program. Fellows and parents/guardians agree that any expenses arising from any personal travel of a Fellow or any early return home, dismissal, or involuntary withdrawal from the Program, either alone or accompanied, are borne by the Fellow.

Air Transportation

The Program arranges scheduled air transportation through designated airlines or travel agents and has designated or will designate the times and ports of departure for all group transportation. International group travel is arranged by The Program and is billed separately from the program fee. Any student wishing to deviate from the group travel may incur additional

charges. For health and safety reasons, students wishing to travel independently to or from the Program site/host country must obtain approval and coordinate travel with The Program in advance, and Fellows and parents/guardians assume all risks associated with any such independent travel to or from the Program. The Program, the agents selected by it, and the airlines reserve the right to cancel the air transportation arrangement or change dates, times, prices, and itinerary, and to make aircraft substitutions. In the event changes or substitutions are made by the Program, its agents, or the airlines at any time prior to the Program date, the parties agree that the Program is not responsible for the cost of airline tickets or any associated fees, including change fees or cancellation fees. Each Fellow is solely responsible for any individually missed connections, and the Program will be in no way liable for the cost of alternate transportation or for any consequential losses resulting from such missed connections or the Fellow's failure to use designated transportation.

Medical Review and Visa Procedures

Participation is contingent upon the timely submission by Fellow of Fellow's completed medical forms, and review of the same by the Program's designated physician(s). Failure to disclose complete and accurate information on the medical form may result in dismissal from the Program. Fellows and parents/guardians assume any and all liability or costs of any kind related to incomplete or inaccurate health information and forms. The Program requires that all students participating in the Program show the Fellow's health and medical and psychological stability, as determined by the Program, for no less than six months prior to the group's departure date. Fellow and parents/guardians hereby agree to inform the Program of any changes in Fellow's stability or health condition at all times until the end of the Program, and failure to do so may result in dismissal from the Program. Parents/guardians and Fellows assume responsibility for any costs associated with failure to disclose any and all relevant health information.

The Fellow is responsible for complying with all visa procedures and deadlines as outlined by The Program. Failure to completely and properly comply with such procedures may result in withdrawal of an offer of admission and forfeiture of a space on the Program.

Program Restrictions and Dismissal

Certain activities deemed potentially dangerous to individual safety and program integrity are not permitted and are grounds for dismissal. These include, but are not limited to, hitchhiking, surfing, driving, parachuting, bungee-jumping, hang-gliding, riding in private airplanes, rock climbing, white water rafting, and scuba diving. In addition, Fellows may not operate or ride on any two- wheeled motor driven vehicle (e.g., motorcycle, moped, motorcycle taxi, etc.) or other kinds of recreational motorized transports.

The Program and its employees assume no responsibility whatsoever in connection with losses or other damages resulting from, and, in its sole discretion, reserves the right to dismiss any student for, the following reasons: failure to participate fully in all Program components; failure to observe published or articulated policies or procedures; failure to disclose material information requested by The Program (e.g., health information); health conditions or circumstances that interfere with effective program participation or adversely impact the experience of fellow Fellows; failure to comply with the provisions of local country laws,

regulations, and customs; or conduct that is, in the sole judgment of the Program, improper or offensive to the host community, potentially detrimental to the health or safety of the Fellow or other members of the Program, or inappropriate for the Program or for positive experiential learning in a cross-cultural environment. Examples may include, but are not limited to, drug use, sexual behavior, or alcohol consumption. In the event of dismissal, the normal refund schedule will apply. In no event shall the Program be responsible for legal fees or costs or other expenses incurred by any Fellow or parents/guardians for any reason.

Failure to comply with Program restrictions and other Program policies and procedures, whether or not resulting in dismissal, may preclude a Fellow from participation in future Program activities.

Independent travel

Independent travel during the Program is prohibited. Independent travel is defined as travel within or outside of the Program country, conducted by a Fellow, which is not part of a Program activity or approved activity, such as travel during periods of free time, or in any applicable independent study period. Violation of the independent travel policy may result in removal from the Program. Fellows may not travel independently following the close of the Program and if so, they assume total responsibility for themselves. The Nyah Project, The Program, and their affiliates, officers and directors assume no liability for individuals once they are separated from the Program. Fellows hereby assume any and all risks, known or unknown, and all costs and liability of any kind whatsoever for any independent travel during a Program.

A Fellow who leaves the scheduled program at any time without prior written authorization from The Program may not be allowed to return to it at the discretion of The Program and may be withdrawn from the Program. Travel expenses incurred due to a premature return to the USA from abroad, either alone or accompanied, must be borne by the student.

Identification

All Fellows must be prepared to present some form of numbered, positive identification that matches the name on the passenger manifest when boarding the aircraft. A passport or travel identity document must be shown for international travel. All Fellows are responsible for securing a valid passport and International Student Identity Card (ISIC) by the deadline set forth by the Program.

Insurance

For the duration of the Program, Fellows will be provided with emergency illness, accident, and stolen property insurance. Details of this coverage are specified in our illness and accident policy, which all Fellows (and where appropriate, their parents or guardian) should read carefully. This insurance should be considered as supplemental secondary coverage to the Fellow's own personal insurance. The Program strongly advises Fellows and their parents to consult their own advisors regarding health insurance coverage for the duration of the Fellow's Program.

Publicity and Consent to Share or Release Information

Future Program publicity or marketing materials, including but not limited to its mailings, publications, website, blogs, and other social media, etc., may include statements or written comments made by the Fellow and his or her parents, and/or the Fellow's photographs, film or video images of the Fellow, and voice of the Fellow, and the Fellow and his or her parents/guardians hereby consent to the Program's free and perpetual use of any such statements, photographs, likenesses, images of any kind, and voice in any medium, including those that the Program obtains from any Fellow, parent/guardian, or other source. Fellow and parent/guardians of Fellow hereby consent to the reasonable sharing or disclosure of the Fellow's personal information, medical information, educational records, and other information within the Program and externally for the purpose of administering the Program, participation in the Program, and for all purposes consistent with the sound management and operation of the Program, including responding to any incidents involving the Fellow and or related to health, safety, behavior, or conduct of the Fellow and/or the Fellow's Program group. The Program earning will make efforts to keep such information confidential to the extent possible consistent with the above and will endeavor to seek specific or advance authorization with respect to specific incidents when reasonable under the circumstances, but Fellow and parents/ guardians agree that the Program and/or the Nyah Project is not obligated to obtain advance authorization beyond the consent contained herein.

Health Guidelines, Travel Alerts, Travel Warnings, Compliance

Fellows and their parents should review carefully (a) the applicable health guidelines for Fellow's Program (the "Health Guidelines") and (b) the US Department of State consular information concerning travel to, in, and around Fellow's Program country (the "Travel Warnings" and "Travel Alerts") found at <http://travel.state.gov/content/passports/english/country.html> and the Center for Disease Control found at <https://wwwnc.cdc.gov/travel/>. In signing this form, the Fellow and his or her parents/guardians agree that they have read and understood the Health Guidelines and the Travel Advisory and that the Fellow and his or her parents/guardians are responsible for complying with any recommended or required immunizations, precautions, and procedures set forth in the Health Guidelines and the Travel Advisory. In addition, Fellow and his or her parents/guardians agree to comply with these Conditions and with the policies and procedures of The Program as communicated to the Fellow from time to time.

Assumption of Risk

Fellow and Fellow's parents/guardians understand that Fellow's participation in the Program is wholly voluntary. Although the Program has made reasonable effort to assure students' health and safety while participating in the Program, there are unavoidable or unpredictable risks in travel overseas, including, but not limited to, (a) those identified in the Health Guidelines, the Travel Advisory, and these Conditions, and (b) those associated with strikes, civil unrest, terrorism, military or paramilitary action, war, criminal activity and violence, force majeure, weather conditions, public health risks, including communicable or infections diseases (including but not limited to, SARS, coronavirus, influenza, ebola, typhoid/yellow/dengue fevers), governmental actions or omissions, acts of God, food safety risks, insect-borne or waterborne illnesses, and all other possibly dangerous conditions or unanticipated circumstances beyond the sole control of the Program. In signing this form, the Fellow and his or her parents/guardians acknowledge that they have considered and are aware of and understand the risks and dangers

of all travel and activities associated with Fellow's participation in the Program, the Program country, and international travel generally, including the dangers to Fellow's health and personal safety posed by the risks described in (a) and (b) above, among others. Fellow and his or her parents/guardians hereby assume, knowingly and voluntarily, each of the risks described in (a) and (b) above and all of the other risks that could arise out of or occur during the Program and Fellow's travel to, from, in, or around Fellow's Program country, or in any way related to Fellow's participation in the Program.

Release and indemnification

In signing this form, the Fellow and his or her parents/guardians, individually and on behalf of their heirs, successors, assigns, and personal representatives, hereby release and forever discharge the Program, Nyah Project, its employees, agents, officers, trustees, and representatives (in their official and individual capacities) (the "Representatives") from any and all liability whatsoever for any and all damages, losses, costs, or injuries (including death) Fellow sustains to Fellow's person or property or both ("Losses"), including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorney's fees and costs, which arise out of, result from, occur during, or are connected in any manner with Fellow's participation in the Program, any related or independent travel, any activities, or excursions, irrespective of whether they are sponsored, supervised, or controlled by the Program and/or the Nyah Project, except for such Losses as may be caused by the gross negligence or willful misconduct of the Representatives. Fellow and his or her parents/guardians also agree to indemnify and hold harmless the Representatives from and against any Losses.

Notice Pursuant to Florida Statutes Section 744.301

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE PROGRAM AND THE Nyah Project USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE PROGRAM AND THE Nyah Project IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE PROGRAM AND THE NYAH PROJECT HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Permission for Emergency Treatment

On rare occasions, a medical emergency arises when the Program is unable to communicate with parents/guardians. Hospital treatment and/or surgery may be required. In most cases, administration of an anesthetic, treatment of an injury, or operation upon an individual cannot be performed without the consent of the patient or, in the case of a minor, without the consent of the parent or guardian. To avoid delaying any procedure necessary to safeguard the health of

Fellow, the Fellow's parents/guardians hereby grant permission to the Program to authorize medical treatment; administration of antibiotics, immunizations, anesthesia, and other medications; transfusions of blood products; and hospitalization and provision of medical treatment for Fellow. Fellow's parents/guardians further agree to release, indemnify, and hold harmless the Representatives from and against Losses relating to any and all medical or emergency treatment of the Fellow.

General

These Conditions represent the complete understanding with Nyah Project and the Program concerning the Nyah Project/Program's responsibility and liability for Fellow's participation in the Program. Should any provision or aspect of these Conditions be found unenforceable, all remaining provisions of the Conditions will remain in full force and effect. These conditions may be executed via digital or electronic signature in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Should there be any dispute concerning Fellow's participation in the Program that would require the adjudication of a court of law, such dispute or lawsuit must be filed only in a court in Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, Miami Division, to the exclusion of any other court or jurisdiction. These Conditions shall be governed by the laws of the State of Florida (without regard to its conflicts of laws rules). These Conditions supersede any previous or contemporaneous understandings with the Nyah Project and/or the Program, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of the Program and/or the Nyah Project. Handwritten notes or changes to this document will have no legal effect or force. The Fellow and his or her parents/guardians have shared the above information with those other parties responsible for payment or with related interest and understand that, before signing these Conditions, the Fellow and his or her parents/guardians have the right to consult with the advisor, counselor, or attorney of their choice.

Fellow's Name (Please print): _____

Fellow's Signature: _____

Date: _____

Parent/Guardian Name (Please print): _____

Parent/Guardian Signature: _____

Date: _____

Please make a copy of this agreement and keep with your records.