

**2019 International Independent School Public
Speaking Competition**

**Agreement, Acknowledgement and Assumption of Risks,
and Release of Liability**

The parties to this **Agreement, Acknowledgement and Assumption of Risks, Waiver, and Release of Liability** (the “**Agreement**”) are the schools hosting the 2019 **International Independent School Public Speaking Competition** (“**IISPSC**” or the “**Competition**”), namely, **Buckingham Browne & Nichols School** (“**BB&N**”) and **The Hotchkiss School** (“**Hotchkiss**”) (together referred to as the “**Host Schools**”), on the one hand, and the **Student** who will be participating in the IISPSC and the Student’s **Parents or Legal Guardians**, on the other hand.

The Student, with the consent of the Student’s Parents or Legal Guardian, has voluntarily chosen to participate in the IISPSC, which provides an opportunity for students from schools in different countries to learn, train and compete against one another in the art of public speaking. The 2019 IISPSC will be held from October 31, 2019 – November 3, 2019 on the BB&N campus, located in Cambridge, Massachusetts, USA. A list of the anticipated activities in the 2019 IISPSC is attached hereto as **Exhibit A**.

In consideration of the Student being permitted to participate in 2019 IISPSC, the Student, and the Student’s Parents or Legal Guardians, must sign this Agreement. The Student, and the Student’s Parents or Legal Guardians, must sign this Agreement for the Student to be able to participate in the 2019 IISPSC.

I. Code of Conduct and Adherence to Rules and Directives

The Student and his/her Parents/Legal Guardians understand that:

- By participating in the 2019 IISPSC, the Student is subject to the rules of and any directives of the IISPSC Executive Committee and the Host Schools, and is subject to disciplinary action up to and including expulsion from the 2019 IISPSC.
- The Student will be subject to the laws of the United States of America, the State of Massachusetts, and the cities of Cambridge and Boston, Massachusetts.
- Consumption of illegal drugs is prohibited.
- Consumption of alcohol is prohibited.
- Use of tobacco products, including vaping, is prohibited.

The Student agrees:

- To abide by all policies, rules, and regulations of the ISPSC Executive Committee and the Host Schools, and the laws of the United States of America, the State of Massachusetts, and the cities of Cambridge and Boston, Massachusetts.
- To obey all directives issued by the ISPSC Executive Committee and the Host Schools, and any associated individuals, institutions, or organizations involved in running the 2019 IISPSC.

3. Financial Obligations

The Student and his/her Parents or Legal guardians understand and agree that:

- The Student's school has paid a fee for its students to participate in the 2019 IISPSC, which will cover the costs of the actual competition and the activities described in Exhibit A.
- The Host Schools are not responsible for other costs incurred by the Student that are not covered by the participation fee, including the costs of housing, the costs of any activities the Student participates in that are not sponsored by the IISPSC, the costs of any medical services or advice provided to the Student that is not covered by the participating school's travel medical insurance or other medical insurance, and any incidental expenses.

4. Program Modification and Cancellation

The Student and his/her parents/guardians understand and agree that the IISPSC Executive Committee reserves the right to cancel or modify the 2019 IISPSC before or during its operation for any reason including, but not limited to, emergencies or changed conditions that preclude the Competition from taking place or taking place as planned.

5. Termination of Participation

The Student and his/her Parents or Legal Guardians understand and agree that:

- While participating in the 2019 IISPSC, the Student will not engage in inappropriate conduct, including, but not limited to, the use of physical or verbal threats or violence, sexual harassment or other harassment, abuse of the customs or mores of the community, violation of the rules or directives of the IISPSC Executive Committee and the Host Schools, and any associated individuals, institutions, or organizations involved in running the 2019 IISPSC, or unauthorized absences from 2019 IISPSC activities.
- The IISPSC Executive Committee may terminate the Student's participation in the 2019 IISPSC for such inappropriate conduct or other behavior by the Student that is detrimental to the best interests of the program, or for emergencies or health or safety conditions or considerations.

If the Student's conduct should cause him/her to be removed from the 2019 IISPSC, the Student and his/her Parents or Legal Guardians will be the costs of return transportation.

6. Acknowledgement and Assumption of Risks and Release of Liability
Acknowledgement and Assumption of Risk:

The Student and his/her Parents or Legal Guardians understand and agree that:

- Travel generally and the activities associated with it and with the 2019 IISPSC present risks to the Student personally and to his/her property, including risks associated with weather, transportation, traffic accidents, criminal activity, terrorism, disease and infections, consumption of alcoholic beverages, and use of illegal drugs, which could result in serious personal injury or death, and these risks can be a consequence not only of the Student's actions or negligence but also the actions or negligence of others.
- For students traveling to Cambridge, Massachusetts, USA for the 2019 IISPSC from other countries, there may be risks associated with travel to and participation in activities in a foreign country, which can include, among others things, unfamiliar or different terrain, and differences in climate, food and drink, customs, laws, social and sexual mores, safety practices and regulations, transportation, driving practices, communications, criminal activity, law enforcement activities, acts of war or terrorism, disability access, disease and infection risks, and health care services.

The Student and his/her Parents or Legal Guardians further acknowledge that:

- They are responsible for evaluating the risks that the Student may face in participating in the 2019 IISPSC, they have discussed and accept those risks and voluntarily choose to participate in 2019 IISPSC, with the understanding and approval of the Student's Parents or Legal Guardians.
- The Host Schools are not responsible for any injury, loss, or damage to the Student's person or property, whether resulting from acts or omissions of any persons, from the operation or condition of facilities or premises, from acts of war or terrorism, or from acts of God or nature.

Release from Liability: By signing this Agreement, and in consideration of the Student being permitted to participate in 2019 IISPSC, the Student and his/her Parents or Legal Guardians, and their heirs, executors, administrators, representatives, and assigns, hereby release and discharge the Host Schools, their officers, trustees, faculty, employees, agents, and representatives (hereafter "Released Parties") from any and all claims for liability, damage, injury or loss, including serious or permanent bodily injury or death, arising from, related to, or associated with the Student's participation or enrollment in the 2019 IISPSC for any reason, even if due to the negligence of a Released Party, including :

- any and all claims that may arise from acts or omissions of any persons, from the operation or condition of facilities or premises, from acts of war or terrorism, or from acts of God or nature, or risks associated with the consumption of alcoholic beverages, use of illegal drugs in any form and injury or death from causes such as traffic accidents, crime, assault and theft;
- any accident, illness, injury, or any other damage or consequence arising or resulting directly or indirectly from the Student’s participation in the 2019 IISPSC;
- any claim, liability, damage, or injury that may be caused by Student’s negligence or willful acts committed prior to, during or after participation in the 2019 IISPSC; and
- any liability, damage, or injury caused by the intentional or negligent acts or omissions of the Host Schools, any other participant in the 2019 IISPSC, or any other person.

8. Activities Outside 2019 IISPSC

If the Student arrives and engages in activities on his/her own before the start of the 2019 IISPSC on October 31, 2019, or remain in the area after the 2019 IISPSC ends on November 3, 2019, or if the Student leaves the 2019 IISPSC voluntarily or involuntarily, the Student will cease to be a participant in the 2019 IISPSC and will be solely fully responsible for his/her self during that time.

9. Release of Intellectual Property

The Student agrees that photographs or videos of him/her at the 2019 IISPSC can be used for the purpose of promoting the IISPSC on the web sites of the Host Schools and IISPSC and by news sources that are promoting the 2019 IISPSC.

10. Governing Law and Venue

This Agreement is to be construed in accordance with and governed by the laws of Massachusetts, notwithstanding its choice of law principles. The parties agree that any lawsuit arising out of or related to this Agreement will be brought and maintained only in Massachusetts.

Dates of Event: _____

Name of Participating Student: _____

Name of School: _____

Name of Parent or Guardian: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Signature of Student: _____

Signature of Parent/Guardian: _____

***BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND AGREED
TO THE ABOVE.***

Approved: _____
Buckingham Browne & Nichols School _____ Date

Approved: _____
The Hotchkiss School _____ Date

(by Head of School or Chief Financial Officer)

EXHIBIT A

International Independent School Public Speaking Competition

Activity Chart

Activity	Description of Activity
Transportation	
Air Transportation	Some student delegates will be arriving at Boston Logan International Airport. Ground transportation to and from the airport is to be arranged and paid for by the Participating Schools.
Car, bus, public transit	During the International Independent Schools Public Speaking Competition, student delegates will travel by Boston's public transit system or school bus provided and paid for by the Host Schools to and from the Competition and Sponsored Activities arranged by the Host Schools. When being transported to and from the event locations by host families, students will travel by private car or subway.
Related Activities	
Food	The following meals will be provided by the Host Schools for the competition. <ul style="list-style-type: none">● Thursday: dinner● Friday: dinner● Saturday: lunch, dinner● Sunday: dinner (off-site)● Snacks will also be provided during day
Non-Sponsored Activities	During unscheduled time at the International Independent Schools Public Speaking Competition, student delegates may, under the guidance of their school chaperone(s), do activities of their own choosing, eg. walking in the neighborhood, shopping. Accompanying chaperones will be responsible for their student delegates during such activities and will be expected to have instructed student delegates on expectations for behavior and safety precautions during these periods.
Evening Activities	Students delegates may have the opportunity to take part in activities that may include: travelling in the city as a group, purchasing tickets /attending a theatre show, cultural venue, and or light physical activity. The Participating Schools and their chaperones are responsible for providing appropriate instruction and supervision during these activities.

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