

These Terms and Conditions/Participant Declaration (the “Terms and Conditions” or “Participant Declaration”) outlines the terms and conditions of the Applicant's participation in the CIEE Camp Exchange USA Program (the "Program"). **Read the following information carefully, and confirm that you have read, understand and agree to these terms by providing your signature electronically.** If you fail to sign, CIEE will not accept your application for consideration.

Glossary

For the purpose of these Terms and Conditions, the following terms are defined as follows:

- **Applicant:** A foreign national who intends to submit their personal and professional information to CIEE for consideration for acceptance into the Program.
- **Participant:** A foreign national exchange visitor who has been accepted by CIEE into the Program.
- **Sponsor:** An organization that is legally designated by the Secretary of State to administer J-1 international exchange programs.
- **International Representative:** Approved entities in the applicant's home country which have formal agreements with CIEE and adequate education on all matters of administration of the Program.
- **DS-2019:** An official document of the U.S. Department of State that is issued by sponsors to applicants. This form, among other documents, is required to schedule an interview at a U.S. embassy or consulate to apply for a J-1 visa.
- **J-1 Visa:** A non-immigrant visa issued by a U.S. embassy or consulate to applicants participating in a program that promotes cultural exchange, including the Camp Counselor program.
- **Camp/Host Entity:** A third party in the United States that hosts the Participant and employs the Participant according to the Camp Agreement Form. This is also known as the Site of Activity, or Host Entity.
- **Placement:** The arrangement between the Camp and the Participant which includes position type, responsibilities, wage, location, housing, and cultural exchange opportunities.
- **Grace Period:** Participants who successfully completed their Program are entitled to a 30-day domestic travel period, otherwise known as the "grace period". This is a condition of the J-1 visa and is under the jurisdiction of the Department of Homeland Security.

Section I. Applicant Responsibilities

1. The Applicant agrees that all of the information provided in the application is true to the best of his or her knowledge, and acknowledges that providing any false, inaccurate or misleading information may lead to the Applicant's rejection or, if discovered later, to the Applicant's immediate dismissal from the Program, at CIEE's sole discretion.
 2. The Applicant acknowledges the aims and objectives of CIEE Camp Exchange USA as a U.S. Department of State authorized J-1 Exchange Visitor Program, with the purpose of providing eligible and qualified participants with cultural exchange opportunities in the United States.
 3. The Applicant is responsible for considering his or her personal health and safety needs when applying for and participating in the Program. CIEE retains the right, in its sole discretion, to refuse an applicant if the applicant's participation in the Program creates a risk to the applicant's own health and safety or to the health and safety of others.
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4. The Applicant acknowledges that he/she is expected to commit to a camp contract lasting at least 9 weeks.
5. The Applicant shall pay the local visa fee to the U.S. Embassy, and all additional fees that might apply at the U.S. Embassy or Consulate in the country where he or she is applying for the visa.
6. The Applicant is responsible for submitting all requested documentation and completing all aspects of the CIEE Camp Exchange USA online application prior to issuance of a Form DS-2019, including: a complete program application, signed Terms and Conditions, an interview with a CIEE International Representative, proof of any required certifications, proof of sufficient English ability if applicable, two references, a completed Medical History form, emergency contact information, copy of the passport, and a criminal background check.
7. The Applicant shall submit all requested documentation (including a passport) to the International Representative in a timely fashion for application processing. CIEE is not responsible for any additional costs incurred (including the cost of rebooking a flight) by the Applicant due to delays in submitting documentation or delays by the U.S. Embassy in issuing a visa. Moreover, the Applicant should not book a flight until she or he has secured a J-1 visa. CIEE is not responsible for any costs whatsoever associated with rebooking or cancelling a flight.
8. If the Applicant makes changes to his or her application, including, but not limited to, availability, experience, skills, or any other element that affects placement or potential placement at a camp, CIEE will work to re-place the Participant in a different capacity or at a different camp. If in CIEE's judgment this is not possible, the Participant understands his/her participation may be cancelled from the Program without refund.
9. At the time of application, the Applicant shall supply CIEE with the name and contact information for an emergency contact, to be used in the case of emergency as determined by CIEE.
10. Although CIEE may issue a DS-2019 form if the Applicant meets all relevant program requirements, the Applicant acknowledges and agrees that CIEE does not control the U.S. Embassy or Consulate in the Applicant's country of residence decision to issue a J-1 Visa to the Applicant.
11. The Applicant shall maintain communication with his or her Camp and International Representative prior to arrival in the United States, notify them in advance of his or her arrival and departure dates, and promptly advise them of any changes to his or her travel itinerary due to visa delays or other unforeseen circumstances.

Section II. Participant Responsibilities

12. The Participant understands that he or she is on a cultural exchange program and as such is expected to actively participate in American cultural activities during the Program. The Participant shall make a good faith effort to seek out and participate in American cultural activities and interact with American citizens.
 13. The Participant shall return to his or her home country upon completion of the Program and shall not attempt to stay in the U.S. Further, the Participant recognizes the importance of sharing
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his/ her cultural experience in his/ her home country.

14. The Participant shall read and carefully consider all materials made available to him or her that relate to safety, health, legal, environmental, political, cultural and religious customs and conditions in the U.S. The Participant will be solely responsible in the event that laws, regulations, or customs are violated, regardless of his or her actual knowledge of these laws, regulations, or customs. Under no circumstances will CIEE be responsible for providing legal advice or assistance to any Participant who has been accused or found responsible for violating any laws, regulations or customs.
15. In addition to reviewing all program materials, the Participant shall complete a CIEE pre-departure orientation.
16. The Participant acknowledges that CIEE will provide access to the online Wilberforce pamphlet in pre-departure orientation materials. This pamphlet informs applicants of their rights as a nonimmigrant visa holder in certain employment- and education-based categories. The pamphlet can be accessed at this website: <https://travel.state.gov/content/travel/en/us-visas/visa-information-resources/temporary-workers.html>
17. The Participant must have at least \$500 USD with him/her upon arrival in the U.S. to support him/herself between arrival in the U.S. and arrival at camp, and for incidentals or transportation.
18. The Participant shall exercise due care once in possession of legal documentation (DS-2019, J-1 Visa, etc.) required for participation in the Program. The Participant is solely responsible for the cost of replacing any of these items.
19. In the event of a cancellation after a DS-2019 has been issued, the Participant is required to return the DS-2019 form to their representative before any refunds will be issued.
20. Once the Participant has commenced his or her travel to the U.S., CIEE cannot for any reason amend the dates listed on the DS-2019 or the Confirmation of Insurance, except for in the case of CIEE approved program extensions. The Participant is solely responsible for knowing the Program's start and end dates prior to traveling to the U.S.
21. The Participant shall comply with all CIEE program rules, as listed in the Program terms and conditions, CIEE website, and pre-departure orientation. If the Participant violates any CIEE program rules, CIEE reserves the right in its sole discretion to revoke the Participant's legal sponsorship, which will result in the withdrawal or termination of his/her program. A terminated Participant also loses his/her legal right to remain in the U.S.
22. The Participant shall comply with all state and federal laws while in the United States. If the Participant violates any law, CIEE reserves the right in its sole discretion to revoke the Participant's legal sponsorship, which will result in the withdrawal or termination of his/her program. A terminated participant also loses his/her legal right to remain in the U.S.
23. CIEE reserves the right in its sole discretion to terminate or withdraw program sponsorship from Participants in cases of visa revocation by the U.S. Department of Homeland Security.
24. Participants in the Program are required to comply with all U.S. Government visa and immigration requirements including the SEVIS validation within 20 days of the DS-2019 start date. Failure to comply with these requirements and timelines may result in the Participant's J-1



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Visa Program being terminated, which may negatively impact the Participant's ability to obtain future U.S. visas.

25. The Participant agrees to respond in a timely manner to any CIEE communication requiring a response. Failure to comply with the CIEE monitoring schedule may result in the Participant's J-1 Visa Program being ended or terminated, which may negatively impact the Participant's ability to obtain future U.S. visas.
26. The Participant is solely responsible for all of his or her own acts, together with any resulting loss or damage, whether to the Participant, CIEE, Camp, or any third party, while in the Program. The Participant agrees to defend, indemnify, and hold CIEE harmless from and against all losses, damages, actions, judgments, costs or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from Participant's participation in the Program, other than those resulting from CIEE's gross negligence or willful misconduct in the performance of its duties hereunder.
27. The Participant shall not engage in any activity that would bring the J-1 Exchange Visitor Program or the U.S. Department of State into notoriety or disrepute. The Participant should contact CIEE for guidance if any proposed activity might cause this result. If the Participant engages in such activities, his or her Program may be terminated immediately, and the Participant will be required to return home immediately.
28. If, in its sole discretion, CIEE determines, or if CIEE is advised by the State Department that a Host Entity's Site of Activity or Placement is unsafe or unsuitable, the Participant shall cooperate fully with CIEE to relocate immediately. Failure to cooperate may result in action by CIEE up to and including termination of the Participant's Program and the immediate return to his/her home country.
29. The Participant agrees that CIEE has the right, in its sole discretion, to instruct the Participant to depart the United States. The Participant agrees to do so immediately if instructed by CIEE. A Participant that CIEE instructs to depart the United States shall do so immediately at their expense.
30. If, during the course of the Program, the Participant encounters any difficulties with his or her placement, safety or health, the Participant must notify CIEE as soon as possible by calling: 1-888-268-6245. In the event of an emergency, the Participant can also reach CIEE at the above number any time night or day.
31. In the event of an emergency, CIEE may transmit SMS messages to a Participant if the Participant is near an impacted location. CIEE is not responsible for the fees the Participant may incur in these instances.
32. All travel before, during and after the Program is at the Participant's own risk. If the Participant chooses to operate motorized vehicles, he or she is solely responsible for obtaining the necessary license, permission, and insurance, and does so at his or her own risk.
33. Any Participant who chooses to participate in any high-risk activities outside of his/her direct work responsibilities does so at his/her own risk. High risk activities include but are not limited to riding, operating, or being pulled from motorized boats or vessels, ATVs, Go Karts, minibikes, or

free climbing/bouldering.

34. The U.S. Government requires all Participants to maintain insurance coverage. As a result of participation in CIEE's Program, the Participant is automatically covered within the Program dates as outlined on the Confirmation of Insurance form. Participants who plan to arrive to the U.S. before the Program start date or remain in the U.S. after the Program end date, during the "Grace Period" as outlined above, shall notify CIEE upon submitting their initial application. CIEE shall not be responsible for any claims made outside of the insurance coverage dates that are confirmed to the Participant in his or her pre-departure program materials.
35. CIEE ensures that all participants have insurance coverage that is limited to accident and sickness coverage during the Program Dates as outlined in the Confirmation of Insurance form. The insurance coverage meets or exceeds the program regulation requirements. Participant is responsible for obtaining additional coverage for medical or travel needs above those covered by the insurance policy.
36. Under the federal Health Insurance Portability and Accountability Act (HIPAA), CIEE's access to a Participant's medical information and/or records is limited. In order to assist the Participant with insurance-related issues to the maximum extent possible, the Participant must provide CIEE with a fully executed Privacy and Confidentiality Release Form as part of the application. All exchange visitors may be subject to the requirements of the Affordable Care Act.
37. The Participant acknowledges that he/she has reviewed CIEE's Insurance Plan and understands the Plan's coverage limits, restrictions, and medical exclusions.
38. All exchange visitors may be subject to the requirements of the Affordable Care Act or other federal healthcare statutes.
39. Any Participant accepted to the Program with a pre-existing medical condition must ensure he or she has adequate supplemental health coverage for his/her pre-existing medical condition, if the published CIEE coverage does not cover this condition.
40. The Participant is responsible for the cost of any post-Camp or personal travel, including travel from Camp to the designated return flight airport. Return flight changes must be communicated to CIEE.

Section III. Employment Conditions

41. Under no circumstances are counselor positions guaranteed. If the Participant is not sufficiently proficient in English, does not arrive on or before the start date, is determined to have made any false, inaccurate or misleading statement(s) on the application, and/or violates these Terms and Conditions, the offer of a position may be revoked. If the Participant does not comply with his or her contractual obligations to the Host Entity or to CIEE, CIEE may in its sole discretion withdraw or terminate its sponsorship of the Participant. A host entity's representation that the Participant has been given a certain position does not constitute a binding contract or guarantee that the position will be available when the Participant arrives in the United States.
 42. The Participant shall train at the Camp and Site of Activity listed on the DS-2019 form. If for any reason a change of Site of Activity becomes necessary, the Participant must contact CIEE to
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obtain approval. Failure to do so may result in the Participant's withdrawal or termination from the Program at CIEE's sole discretion.

43. Direct Placement Participants or Returning staff are responsible for negotiating their pocket money amount directly with the Camp.
44. The Participant shall be covered under the Host Entity's Worker's Compensation policy (or the equivalent), unless the Camp is exempt under state law.
45. All Participants must arrive at their camp in accordance with the Placement Agreement Form and to work the full contract period specified on the Placement Agreement Form.
46. The Participant shall not, under any circumstances whatsoever discontinue program activities or remain outside of the U.S. for more than 30 days at any point during the Program.
47. Participants are solely responsible for their own conduct and well-being at all times. CIEE cannot and does not monitor Participant's personal conduct. Camps will monitor the participant's personal conduct, requiring that he/she follow all policies and rules outlined by the Camp Director for camp staff.
48. If the Participant is terminated by the Camp for non-compliance with workplace rules, he or she may be also withdrawn or terminated from the Program, at CIEE's sole discretion.
49. If the Participant and the Camp wish to extend the contract dates beyond the current visa end date, both the Participant and the Camp must make the request to CIEE in writing or via email with sufficient detail concerning any changes to the camp counselor responsibilities no later than July 31. All date changes or extensions must occur within the 4-month maximum program period and are subject to approval by CIEE.

Section IV. Contractual Terms

50. The Applicant acknowledges that he or she has been given access to the CIEE and International Representative itemized list of fees associated with the Program. The Applicant shall pay all fees in accordance with the requirements of the International Representative through which the Applicant is submitting an application. The Applicant acknowledges that other personal expenses could bring this figure higher and that any stipends received might not cover the entirety of the Applicant's Program and living expenses.
 51. This English language version of the Program Application and Terms and Conditions is the binding contract between the Participant and CIEE with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
 52. CIEE makes no representation or warranty of any kind, expressed or implied, as to the suitability of the Program for the Participant, and CIEE disclaims any and all such warranties to the full extent of the law.
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53. The operation of the CIEE Camp Exchange USA Program is subject to U.S. government approval and may change without notice.
54. The Participant understands and acknowledges that perceived or actual epidemics and pandemics (such as, but not limited to, SARS, bird flu, and/or the novel coronavirus pandemic) can seriously delay, disrupt, interrupt, or cause the cancellation of the entire Program. The Participant agrees that CIEE is exempt from liability for any loss, damage, injury, other consequences arising directly or indirectly from such delays, disruptions, interruptions, or cancellations and Participant agrees to hold CIEE harmless and assume all risks and losses (including financial) that result from any such delays, disruptions, interruptions or cancellations.
55. The Participant agrees to the Non-Completion Fee terms and conditions, enclosed herein.
56. CIEE, INC., its employees, directors, officers and shareholders, (collectively, "CIEE") do not own or operate any entity which provides goods or services for the Program, including but not limited to arrangements for or ownership or control over houses, apartments or other lodging facilities; airline, vessel, bus or other transportation companies; food service; or entertainment providers. All such persons and entities are independent contractors and enter into legal relationships directly with the Participant (and not through CIEE). As a result, CIEE is not liable for any act or failure to act of any such person or entity, or of any third party.
57. Without limitation, CIEE is not responsible for any injury, loss, or damage, including but not limited to financial loss, property loss, death, delay or inconvenience, whether to the Participant, CIEE, Camp, or any third party in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with or bites from domestic or wild animals, pests or insects, sanitation problems, food poisoning, disease, actual or perceived epidemics or pandemics or the threat thereof, lack of, access to or quality of medical care, difficulty in evacuation in case of medical or other emergency, or for any other cause beyond the direct control of CIEE.
58. The Participant agrees to release and hold harmless CIEE, its officers, shareholders, affiliates, agents, and employees (collectively "CIEE") from and against any claims, causes of action and liability for any financial or other loss, damage, personal injury, illness or death suffered or incurred by the Participant, whether based on tort, breach of contract or any other theory. In addition, the Participant agrees to release and hold harmless CIEE from its (CIEE's) own negligence.
59. Participant agrees that any dispute or claim which refers or relates to this contract, any literature related to the Program, or the Program itself, shall be litigated solely and exclusively in and for courts in Portland, Maine, subject to substantive and procedural Maine law, and for this limited purpose, the parties agree to exclusive venue and personal jurisdiction therein. At the Participant's option, however, in lieu of litigation, CIEE will agree to binding arbitration in Portland, Maine, subject to substantive but not procedural Maine law, pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the

arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

60. This Agreement may only be amended by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights arising from this Agreement shall operate or be construed as a waiver thereof.
61. CIEE retains the right, in its sole discretion, to contact the Participant's parents, guardian, and/or emergency contact with regard to health-related matters or any other matter whatsoever that relates to the Participant or his or her Program. CIEE retains the right, in its sole discretion, to contact the Participant's parents, guardian, and/or emergency contact with regard to health-related matters or any other matter whatsoever that relates to the Participant or his or her Program.
62. CIEE reserves the right in its sole discretion to refuse sponsorship to any Applicant who does not meet Program eligibility requirements or is otherwise unsuitable for participation in the Program.
63. CIEE reserves the right to dismiss the Participant from the Program if, in its sole discretion, the Participant presents a danger to him or herself or to others, or if his or her conduct is detrimental to the Program in any way. In the event of such a dismissal, the Participant agrees CIEE is exempt from liability for claims related in any way to the Program, and CIEE shall not be responsible for any expenses incurred by the Participant, including but not limited to airfare and other related expenses, and CIEE shall not refund any fees already paid by the Participant.
64. CIEE reserves the right to provide you with information CIEE deems useful to program Participants, including but not limited to tax, travel, and related services. The information CIEE provides does not include the offering of services or advice on any matters including, but not limited to, tax advice and the information provided by CIEE should not be relied upon as such.
65. CIEE reserves the right to provide the Participant's contact information to third parties who provide services to exchange program Participants. Third parties receiving this information shall provide the Participant with the opportunity to opt out after the first contact.
66. The Participant gives CIEE permission to use any written, photographic, or video images of himself/herself in the course of reporting on and/or promoting CIEE programs.
67. Should the Participant choose to withdraw or terminate his or her Program after he or she has departed his/her home country for the U.S., CIEE shall not reimburse or refund to the Participant any of the costs associated with the Program. Furthermore, CIEE shall not reimburse or refund any of the costs incurred by a Participant in the event that CIEE, in its sole discretion, withdraws sponsorship after the Participant has departed his/her home country for the U.S.
68. CIEE is not responsible for the expenses incurred by the Participant if he or she has not started working by the agreed date due to financial difficulties of the camp, or for any other reason.

69. Participation in the Program begins when the Participant legally enters the U.S. and terminates on the day of departure from the U.S. (within the legal Program dates). Participation in the Program must end a maximum of four months from arrival in the U.S. Participants can arrive five days prior to his or her DS-2019 start date and remain in the U.S. up to 30 days beyond his or her DS-2019 end dates, as long as his or her total stay in the U.S. does not exceed five months. Participants who are university students must return to his or her home country in time for the start of his or her university classes.

Section V. Early Departure and Non-Completion Fees

70. Should a placement end early because the Participant chooses to depart before the contract end date or was fired from Camp, CIEE reserves the right to collect the prorated portion of the Program cost from the Participant. This is called the non-completion fee. The non-completion fee for all counselors are assessed based on a 63-day contract and will be calculated based on the number of days not fulfilled within the Camp. The Participant will be assessed \$15 USD for every day not worked on the contract. The Applicant agrees to repay the amount due directly to CIEE or its designated International Representative. The Participant shall also be liable to CIEE for any attorneys' fees and costs incurred by CIEE to collect the non-completion fee from the Participant.
71. In the event the Participant is terminated from his/her Camp, the Participant will be required to leave Camp immediately and may be advised to depart the U.S. immediately. Any flight change fees due to changing the return flight date are the sole responsibility of the Participant.
72. If the Participant breaches the Terms and Conditions/Participant Declaration, and/or any of the terms outlined in the Placement Agreement Form or Camp contract, the Participant's Program will be cancelled and/or he/she will be withdrawn from the Program and will be responsible for the fees outlined in the Terms and Conditions.

Section VI. CIEE Placed Participants

73. All CIEE Placed Participants must inform CIEE, his/her Camp, and his/her International Representative of their flight itinerary at least 4 weeks prior to travel.