

CIEE CAMP EXCHANGE USA 2017: TERMS AND CONDITIONS/PARTICIPANT DECLARATION

This form includes Terms and Conditions and releases CIEE (Council on International Educational Exchange) from liability. It must be signed by all participants.

I agree that the following terms and conditions are binding on me. My adherence to them is imperative.

APPLICANT RESPONSIBILITIES

1. The applicant agrees that all the information provided in the application is true to the best of his/her knowledge, and acknowledges that any false or misleading information may lead to immediate dismissal from the Program without refund.
2. The applicant acknowledges the aims and objectives of Camp Exchange USA as a U.S. Department of State authorized 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/her personal health and safety needs as well as the needs of the campers he/she will be responsible for when applying for or accepting a place on the Program. If the applicant suffers from any health condition or other condition that creates an elevated risk for him/herself or anyone else at camp, or inhibits him/her from acting as a caretaker responsible for children throughout the Program, he/she should not apply.
4. The applicant acknowledges that he/she is expected to commit to a camp contract lasting at least 10 weeks during the summer.
5. The applicant agrees to pay all fees in accordance with the requirements and deadlines of the CIEE Representative through whom he/she is submitting an application. Program fees are disclosed to applicant on CIEE Representative's website prior to the payment of any non-refundable fees.
6. The applicant is responsible for submitting the following documentation to the CIEE Representative upon acceptance on the program, and no later than February 1 of the program year: a) Profile photo and supplemental photos/video b) Two References from non-family members
7. If CIEE rejects an application, the Program fee will be refunded by the applicant's Local Representative. If CIEE accepts an application but is unable to find a camp placement by the deadline posted by the local Representative, the Program fee will be refunded by the Local Representative.
8. Each applicant must pay the local visa fee to the U.S. Embassy. Applicants are responsible for any additional fees that might apply at the U.S. Embassy or Consulate in the country where they are applying for the visa.
9. All applicants must attend a face-to-face interview in order to participate on the Program. In addition, non-native English speakers must also complete English language screening by an English language teacher. If a teacher is not available to screen, CIEE must interview and screen the applicant. Non-native English speakers must have an advanced or fluent level of English to participate in the Program.

PARTICIPANT RESPONSIBILITIES

1. The participant understands that he/she is expected to return home at the end of his/her Program and within the limits set by the United States Department of State and described in the CIEE Program-Related Conditions, paragraph 2.
2. The participant is responsible for submitting the following documentation to the CIEE Representative within 14 days after acceptance on the program, and no later than April 1 of the program year: a. Scanned copy of Passport b. Signed Terms & Conditions, Participant Declaration, and the optional HIPAA release form. See CIEE Program-Related Conditions, paragraph 7.
3. The participant is responsible for submitting the following documentation to the CIEE Representative upon placement at camp, and no later than May 1 of the program year: a. Loan and Guarantee Form b. Police Check c. Signed Placement Agreement d. CIEE or Camp Health Form
4. If the participant develops an injury, sickness or condition after program acceptance which inhibits his/her ability to perform the full physical and mental requirements of being a camp counselor, CIEE will work to re-place the participant in a different role, capacity, or potentially at a different camp. If this is not possible, the participant understands his/her application and participation will be canceled from the Program if CIEE determines in its sole discretion he/she cannot perform the necessary functions.
5. If the participant makes changes to his or her application which includes 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.
6. The participant is responsible for submitting a police background check in accordance with the requirements of the Local Representative. The police background check must be received and approved by CIEE no less than 4 weeks prior to participant's departure to the U.S. If the police background check or disclosure reveals any criminal activity which was not declared on the Camp Exchange USA application, CIEE reserves the right, in its sole discretion, to cancel his/her participation without refund of any fees, including flight costs.

7. The participant is responsible for completing a medical health exam and submitting the signed Medical Health History form in accordance with the requirements of the camp Local Representative. This must be uploaded to the CIEE Online Community no later than 4 weeks prior to the program start date. If the Medical Health History form is not received, the placement is subject to cancellation and CIEE reserves the right to cancel the participant without refund of any fees, including flight costs. An incomplete medical form may result in out of pocket medical expense for participant after arrival, which is not covered by CIEE.
8. The participant is responsible for submitting all remaining documents required by CIEE, the Camp, and the Local Representative (including Flight Itinerary) to the CIEE Representative no less than 4 weeks prior to travel to the U.S.
9. The participant is required to confirm the details of his/her placement within 24 hours of placement. The participant is strongly encouraged to accept the camp placement that is deemed suitable by CIEE based on the participant's skills, experience, and the category preferences submitted on his/her Program application. Should the participant forfeit a placement at a camp, CIEE will attempt to re-place him/her elsewhere. If CIEE is unable to place him/her at another camp, CIEE is under no obligation to refund any monies.
10. The participant is responsible for reading and carefully considering all materials made available that relate to safety, health, legal, environmental, political, cultural and religious customs and conditions in the U.S. Each participant must take full responsibility in the event that laws, regulations, or customs are broken, regardless of foreknowledge.
11. Each participant is required to complete a CIEE Camp Exchange USA Orientation. If a participant fails to attend Orientation, CIEE reserves the right to withdraw the participant from the program.
12. It is the responsibility of the participant to exercise due care once in possession of the legal documentation (DS-2019) and visa. The cost of replacing these items must be borne by the participant.
13. The participant is responsible for the full Program fees and any additional flight costs and change fees in the event of cancellation from the Program after placement at a camp.
14. CIEE cannot be held responsible for any additional costs incurred (including, for example, the cost of rebooking or cancelling a flight) by the applicant due to delays in submitting documentation, receiving references and criminal background checks, or delays caused by the U.S. Embassy in processing visa applications, scheduling a visa interview, issuing a visa, or visa denial.
15. In the event of a cancellation after a DS-2019 has been issued, participant is required to return the DS-2019 form to their representative before any refunds can be issued.
16. The participant is responsible for all of his/her acts along with any loss or damage resulting therefrom while on the Program. The participant agrees to indemnify and hold harmless CIEE, the camp, and any other party that has suffered a loss by reason of the participant's conduct.
17. Any participant accepted to the Program with a pre-existing medical condition must ensure he or she has adequate supplemental health coverage if the published CIEE coverage does not cover this condition.
18. Any participant who chooses to operate motorized vehicles is responsible for obtaining the necessary license, permission and insurance and does so at his/her own risk.
19. Any participant who chooses to participate in any high risk activities outside of his/her direct work responsibilities while on duty as a camp counselor 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, mini bikes, or free climbing/bouldering.
20. The participant agrees to comply with the monitoring schedule set up by CIEE. 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.
21. The participant must have at least \$400 USD with him/her upon arrival in the U.S. in order to support him/herself between arrival in the U.S. and arrival at camp, and for sundries or potential ground transfers needed until he or she receives his/her first paycheck.
22. If, during the course of the Program, the participant encounters any difficulties with safety, health, job, etc. or any other problem, the participant must notify CIEE as soon as possible by phoning CIEE at 1-888-268-6245, 24 hours a day, seven days a week.
23. Participants on the Program are required to comply with all U.S. Government visa and immigration requirements including the SEVIS tracking. By attending the Meet and Greet in the U.S., participants will automatically be registered in SEVIS by CIEE. However, participants who do not attend the in-person Meet and Greet are required to verify his/her presence at camp with CIEE within 2 days of arrival at camp. Failure to comply with these requirements and timelines will result in the participant's J-1 Visa Program being terminated, which may negatively impact the participant's ability to obtain future U.S. visas.

EMPLOYMENT OR JOB-RELATED CONDITIONS

1. Participants are only allowed to work as a camp counselor at the camp designated by CIEE on their DS-2019 form. Any other job during the Program dates is prohibited. Should CIEE or the participant change his/her camp placement for any reason, CIEE will update this information in the SEVIS system.
2. If the participant does not arrive in the U.S. on time, is found to have misrepresented his or her skills or experience, and/or has misrepresented any statement in the application, the camp placement may be revoked and the participant may be required to return to his/her home country. In this case the Program fee will not be refunded and the participant will also be required to pay back the Loan and Guarantee (See Early Departure From Camp Section) to CIEE.

3. Independent Placement or Returning staff must negotiate their pocket money amount directly with camp.
4. If the participant does not meet his or her contractual obligations with the camp or with CIEE, CIEE may, at its sole discretion withdraw or terminate sponsorship of the participant. In this case the participant will be required to return to his/her home country immediately. The Program fee will not be refunded and the participant will be required to pay the Loan and Guarantee (See Early Departure From Camp Section) back to CIEE prior to departure from camp.
5. Participants on the Program are required to maintain communication with their camp prior to arrival, and must follow all camp requirements for arrival dates and departure dates from camp. If there are any changes to the itinerary due to visa delays or other unforeseen circumstances, participant understands that the camp may rescind the placement if participant is not able to work for the entire designated contract period.
6. Participants are solely responsible for their own conduct and well-being throughout the Program duration. Camps will monitor the participant's personal conduct, requiring that he/she follow all policies and rules set out by the Camp Director or his or her staff. Further, participants are required to follow all United States, state, and local laws and regulations, violations of which could result in financial penalties, deportation and/or incarceration.
7. If the participant's camp contract is voluntarily or involuntarily ended early, the participant's Program will be ended and he/she is required to return to his/her home country immediately. CIEE reserves the right to charge the pro-rated portion of the Camp Fee (Loan and Guarantee Amount (See Early Departure From Camp Section)) to the participant prior to departing from camp.
8. 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 so request in writing or via email detailing any changes to the camp counselor responsibilities. All date changes or extensions must be within the 4 month maximum visa period and are subject to approval by CIEE.

CONTRACTUAL TERMS

1. This English language version of the Contract is the binding contract between the participant and CIEE.
2. CIEE makes no representation or warranty of any kind, expressed or implied, as to the suitability or value of the Program for any participant and CIEE disclaims all such warranties to the full extent of the law.
3. The policies of CIEE's Camp Exchange USA Program are subject to U.S. government approval and may change without notice.
4. The participant understands that any injury or sickness that limits his or her full physical and mental participation in all camp activities, as well as perceived or actual contagious epidemics (such as, but not limited to, lice, SARS or bird flu) can seriously delay, disrupt, interrupt or cause the cancellation of the Program. The participant agrees to assume all risks and losses (including financial) which result from any such occurrence.
5. Each participant must sign a CIEE Loan and Guarantee Agreement once they have been accepted to the Program.
6. The guarantor's liability is limited to the amount due from the camp, as detailed in Early Departure From Camp.
7. CIEE does not own or operate any entity which is to or does provide goods or services for the Program including, for example, summer camp properties, or equipment used thereat, 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, etc. All such persons and entities are independent contractors. As a result, CIEE is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Without limitation, CIEE is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience 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 government, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities or the threat thereof of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in houses, cabins, 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 in a timely or safe manner, dangers associated with or bites from domestic or wild animals, insects and pests, sanitation problems, food poisoning, disease, epidemics 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.
8. Participant agrees to release, indemnify and hold harmless CIEE, its officers, shareholders, affiliates 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 participant, whether based on theories of tort, breach of contract or any other theory. In addition, Participant agrees to release, indemnify and hold harmless CIEE from its (CIEE's) own negligence.
9. 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.

CIEE TRAVEL AND BASIC PACKAGE

1. All travel before and after the Program is at the participant's own risk.
2. Participants purchasing their own flights on the Basic Package must make their flight itinerary known to CIEE, his/her camp, and his/her Representative at least 4 weeks prior to travel, or within 1 week of placement if placed after May 1. The U.S. bound flight date is dictated by the arrival date set by the camp and CIEE, and based on arrival and one night stay at the pre-determined Meet & Greet location. Any flight changes, fees or costs associated with flight date changes are not the responsibility of CIEE.
3. All placed participants on the Travel or Basic package must agree to travel to the Meet & Greet location and to arrive at their camp in accordance with the Placement Agreement Form and to work the full contract period specified on the Placement Agreement Form. Independent Placements and Returning staff are exempt from attending Meet & Greet.
4. If the participant breaks the Terms and Conditions/Participant Declaration, and/or any of the terms outlined in the Placement Agreement Form, the participant will be cancelled and/or withdrawn from the program and will be responsible for the fees outlined in the Loan and Guarantee (See Early Departure From Camp section).
5. CIEE will provide or reimburse public transportation costs from the U.S. arrival airport to the Meet & Greet location. CIEE will also provide one night accommodation at the Meet & Greet location, and will arrange ground transportation to camp. In the event that CIEE is unable to arrange transfer from the airport to Meet & Greet or from Meet & Greet to camp, CIEE or the camp will reimburse the costs of public transportation with evidence of a receipt.
6. 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. Any camp placement date changes must be made within the dates listed on the participant's DS-2019 form.
7. If the participant is denied boarding by an airline due to disruptive behavior or as a result of being under the influence of drugs or alcohol, or for any other reason, CIEE reserves the right to treat this as a Program cancellation and full Program cancellation charges will apply.

EARLY DEPARTURE FROM CAMP

1. The Program is structured so that the majority of expenses are loaned to the participant by CIEE, and subsequently paid for over the course of the summer season through work at camp. This amount is called the Loan and Guarantee. The loan is repaid to CIEE by the camp on the participant's behalf once the participant has completed the camp contract. Should a placement end early for any reason, CIEE reserves the right to collect the pro-rated portion of these funds from the participant prior to departure from camp. Provided a participant works for the full duration of the camp contract, he/she will receive the Pocket Money amount stated on the fee schedule in full.
2. If the participant fails to complete his/her contract and leaves camp early for any reason the participant or the participant's guarantor may be liable to pay CIEE up to the full amount of the Loan and Guarantee plus any costs incurred by CIEE, including any travel change costs. The amount owed resulting from the Loan and Guarantee will be calculated pro rata for the number of days worked. If participant leaves camp before the campers arrive at camp, the full Loan and Guarantee amount is payable on demand. The "Loan Amount" equals the full costs that the camp would have paid to CIEE on the participant's behalf, including any portion of the loan amount that has not yet been fulfilled, (i.e. the total loan amount (days worked/ by total days of contract term, multiplied by the loan amount)). The applicant agrees to repay the amount due directly to CIEE or its designated Local Representative. The participant is required to leave the U.S. immediately and any flight change fees due to changing the return flight date are the Program responsibility of the participant.

CIEE PROGRAM-RELATED CONDITIONS

1. CIEE reserves the right to refuse acceptance or sponsorship of any applicant at any time whom CIEE deems ineligible or inappropriate based on the general interests of the Program. In the event that CIEE rejects an applicant from the Program, any refund will be made via the CIEE Representative through whom the original application was submitted.
2. Participation on 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 on the Program will 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.
3. CIEE may issue a DS-2019 form if a participant meets the Program requirements, but cannot guarantee that the U.S. Embassy or Consulate in a participant's country of residence will issue a J-1 visa.
4. Once a participant has commenced his/her travel to the U.S. CIEE cannot amend the Program dates as listed on the DS-2019 for any reason. It is the participant's responsibility to check prior to travel that the dates are correct.
5. Individuals who have recently held a J-1 visa for the U.S. may have to remain in their home country for a minimum of 90 days before CIEE can issue a DS-2019 for the Program. Please contact your local CIEE Representative and local U.S. Embassy for details.
6. Insurance is provided for the dates confirmed by CIEE, by the CIEE insurance provider, as a mandatory part of the CIEE Program for each applicant. It is the responsibility of each participant to purchase further insurance should he/she extend his/her period abroad for any reason. CIEE cannot be held responsible for any insurance claim in the event that a participant has failed to secure adequate insurance.
7. Under the U.S. government's Health Insurance Portability and Accountability Act (HIPAA), CIEE is restricted in its access to certain medical information or records in the event that a participant has an accident or illness in the U.S. In

order for CIEE to assist participants to the fullest extent possible with any insurance-related issues, CIEE will need to have a signed Privacy and Confidentiality Release Form from the participant. This form is optional and the participant can choose whether or not CIEE is granted access to this information. This release form and additional information about the HIPAA requirements are included as part of the Camp Counselor application pack. If you did not receive this information or release form please contact your CIEE Representative.

8. CIEE reserves the right to dismiss from the Program any participant who is deemed by CIEE to be a danger to him/herself or others or whose conduct is deemed to be detrimental to the Program. In the event of such a dismissal, CIEE shall not be held responsible for any airfare, charges or any other expense incurred by the participant, and shall not be required to return any fees paid by the participant.
9. CIEE reserves the right to utilize publicly available information, including social media that has not been directly provided to us by the participant. Information obtained through these means can be used as a basis for withdrawal, denial of a placement, and/or any decisions made by CIEE affecting the participant's Program.
10. CIEE may provide the participant's contact information to third parties who provide useful services to exchange Program participants. Third parties receiving this information, however, will be required to provide the participant with the opportunity to opt out after the first contact.
11. The Participant gives CIEE permission to use any written, photographic, or video images of himself/herself without fees or restriction in the course of reporting on and/or promoting CIEE Programs.

DIRECT PLACEMENT AND RETURNER APPLICANTS

1. Applicants signing up as Direct Placements or Returners are subject to the same terms and conditions as outlined in this Agreement unless otherwise stated.
2. Direct Placement Applicants are still required to be interviewed by Representative with Interview Form submitted. Returners may be required to attend an interview if deemed necessary by CIEE.
3. Program acceptance by CIEE for Direct Placement and Returner applicants is conditioned upon CIEE receiving the signed and completed Program Application, acceptance of these Program Terms & Conditions, approved Criminal Background Check, and Placement Agreement Form by a CIEE approved camp and the applicant. The Loan and Guarantee form is not required for Independent Placement Participants or Returner Applicants.