

PARTICIPATION AGREEMENT

Please read this Participation Agreement (this “**Agreement**”) and related documents and agreements referenced in this Agreement before signing.

IF THE STUDENT PARTICIPATING IN THE STUDY ABROAD EXPERIENCE (THE “**PARTICIPANT**”) IS **18 YEARS OR OLDER**, THE PARTICIPANT WILL BE AGREEING TO THIS AGREEMENT ON PARTICIPANT’S OWN BEHALF.

IF THE PARTICIPANT IS **LESS THAN 18 YEARS OLD**, THE PARTICIPANT’S PARENT AND/OR LEGAL GUARDIAN (COLLECTIVELY, THE “**GUARDIAN**”) WILL BE AGREEING TO THIS AGREEMENT ON THE PARTICIPANT’S BEHALF AND ON THE GUARDIAN’S OWN BEHALF. THE PARTICIPANT WILL BE REQUIRED TO RATIFY THIS AGREEMENT ON PARTICIPANT’S OWN BEHALF ONCE PARTICIPANT IS 18 YEARS OLD.

The Participant and, if applicable, the Guardian (collectively, “**you**” and “**your**”) hereby agree to the terms and conditions stated in this Agreement as consideration for Verto Education, Inc. (“**Verto Education**”) permitting the Participant to participate in the Verto Education Study Abroad Experiences that Participant has been accepted into (collectively, the “**Study Abroad Experience**”).

Although not a legal requirement, Verto Education recommends all Participants over the age of 18 share this document with their families to ensure all parties understand the legal obligations of the included terms.

INTRODUCTION

This Agreement covers a number of important topics for the Study Abroad Experience, broken down into “**Parts**”. The Parts are as follows:

- Part 1 – **INTRODUCTION TO THE VERTO TEAM**
- Part 2 - **MEDICAL AUTHORIZATION AND RELEASE**
- Part 3 - **INSURANCE, MEDICAL EXPENSES, AND PERSONAL PROPERTY**
- Part 4 - **ACTIVITIES AND WAIVER**
- Part 5 - **ACCOMMODATIONS**
- Part 6 - **EDUCATIONAL ACTIVITIES**
- Part 7 - **FEES, CANCELLATION, AND REFUNDS**
- Part 8 – **TRANSPORTATION**
- Part 9 – **PARTICIPANT BEHAVIOR**
- Part 10 – **INFORMATION AND CONTENT POLICIES**
- Part 11 – **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**
- Part 12 – **GENERAL RELEASE AND INDEMNIFICATION OF VERTO**

- Part 13 – **MISCELLANEOUS TERMS**
- Part 14 – **ACKNOWLEDGEMENT AND AGREEMENT**

In a number of the Parts you are required to release (i.e. waive) certain rights that you would otherwise have. Those releases can be found at:

- Part 3 (with respect to damage, theft, or loss to personal property)
- Part 10(A) (with respect to use of Media)
- Part 12 (general release)

PART 1: INTRODUCTION TO THE VERTO TEAM

Verto Education relies on the hard work of its affiliates and partners to provide the Study Abroad Experience. To help with your review of this Agreement, please see the following explanations of the various parties that work with Verto Education:

- **Verto Affiliate:** Any company that is a subsidiary of Verto Education.
- **Verto Contractor:** Any company that Verto Education or a Verto Affiliate engages to help provide the Study Abroad Experience.
- **Verto Parties:** Verto Education and its Assistants.
- **Assistants:** Verto Affiliates and their Staff, Verto Contractors and their Staff, and the Staff of Verto Education.
- **Staff:** The employees, contractors, and any other individuals or entities providing services on behalf of Verto Education, Verto Affiliates, or Verto Contractors.

PART 2: MEDICAL AUTHORIZATION AND RELEASE

A. Medical Authorization and Consent

You authorize and consent to the Verto Parties securing any and all medical attention and treatment which the Verto Parties deem necessary or appropriate for the Participant at any time during the Participant's Study Abroad Experience.

Without limitation, you further authorize and consent to the hospitalization, securing and performance of medical treatment, injection, anesthesia, x-ray procedures, blood transfusions, medications and surgery for the Participant by the Staff and/or any hospital, physician, medical care provider, person or entity during the Study Abroad Experience in the event the Participant is incapable of making medical decisions independently. You also agree to the release (to or by the Staff) of any records necessary for treatment, referral, billing or insurance purposes.

You acknowledge our full authority to provide this authorization. You understand the Staff will attempt to notify the Guardian or other designated emergency contact of any medical treatment that has been administered by the Staff or providers or persons who are not part of the Staff as soon as possible for any Participant under 18 years of age. You recognize, however, that notification prior to treatment is not always possible in emergency situations or where immediate means of communication are not readily available. Participants over the age of 18 are expected

to notify their designated emergency contact of any and all medical or mental health treatment and may rely on Staff to assist with this notification.

Due to the isolated and remote locations and conditions that the Participant may encounter while abroad, you understand the availability, accessibility, and quality of medical services and rescue possibilities may be severely limited or even unavailable. There also may be a limited ability to communicate with rescue and medical personnel and to transport or evacuate the Participant from an incident location. Portions of the Study Abroad Experience may occur in locations as much as several hours or days from any medical facility, and in regions where traditional Western medical care is not always available.

Depending on the location and applicable laws of the location, your further authorization may be required for the Verto Parties to secure medical treatment for the Participant.

The Medical Authorization and Consent to the Staff, as contained in this Section of Part 2 of this Agreement, shall remain in effect during the pendency of the Study Abroad Experience only. For purposes of this section, the Study Abroad Experience commences upon the Participant's arrival and, where applicable, clearance of customs at the arrival airport ("**Arrival Airport**") which will occur on the Arrival starting date communicated to Participant. The Study Abroad Experience concludes upon the Participant's leaving the departure airport ("**Departure Airport**," which, depending on Participant's location, may be in a different country than the arrival host country), which will occur on the ending date communicated to Participant (the "**Expected Departure Date**"), unless the Participant departs at an earlier time. You acknowledge that Verto Education may change the Expected Departure Date if the Participant chooses to leave the Study Abroad Experience early or is removed from the Study Abroad Experience. If the Participant has not departed as of the Expected Departure Date, the Study Abroad Experience will be deemed to have ended on the Expected Departure Date. The Verto Parties will not be liable for any damages, injuries, illnesses, or any other harms sustained by the Participant before the Study Abroad Experience begins or after the Study Abroad Experience ends.

B. Mental Health Support

You understand that the Staff are trained first and foremost in the field of experiential education. The Staff are not qualified in any way to deliver any psychiatric or mental health support or treatment. The Study Abroad Experience is not therapeutic and does not provide any mental health treatment or support. They should not be used or recommended as a component of a mental health treatment regimen. THE STAFF IS NEITHER CERTIFIED, COMPETENT TO OR ABLE TO PROVIDE SUPPORT, ACCOMMODATION OR TREATMENT TO STUDENTS STRUGGLING WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES. If mental health consultation or treatment becomes necessary during the Study Abroad Experience in response to a particular situation, the Verto Parties will attempt to refer the Participant to mental health professionals who are available in the location or remotely, but Verto Education does not guarantee that appropriate mental health professionals will be available or that available mental health professionals will be able to accommodate all mental health needs. If necessary, the Participant in a state of severe mental health trauma may be removed from the Study Abroad Experience for the Participant's own protection.

PARTICIPANTS SHOULD NOT ATTEND THE STUDY ABROAD EXPERIENCE IF THEY SUFFER FROM ACUTE SUBSTANCE ABUSE OR SEVERE MENTAL HEALTH ISSUES AS THE STUDY ABROAD EXPERIENCE CAN BE A HIGH STRESS ENVIRONMENT.

C. Right to Refuse

You understand and agree that, subject to applicable law, Verto Education reserves the right to refuse Participant from participating in any of the Study Abroad Experiences for any lawful reason, in Verto Education's sole discretion. You represent that the Participant is adequately physically and mentally fit and prepared for this type of travel, for living abroad, and for the activities that are associated with the Study Abroad Experience. If Participant requires any specialized physical, mental health or academic accommodations, Participant shall disclose and request such accommodation pursuant to Part 2.D. below. You acknowledge that you have the sole responsibility to share all medical and mental health information with the Verto Parties during enrollment. Such medical information shall be shared with Verto Education or with an Assistant designated by Verto Education. If Verto Education learns that a healthcare professional has determined that participation in a particular activity or experience is not advised, Verto Education may, subject to applicable law, prohibit the Participant from engaging in that activity or experience. If Verto Education obtains information or otherwise determines during the course of the Study Abroad Experience that the Participant's previously undisclosed medical or mental health condition renders the Participant incapable of meeting the Study Abroad Experience requirements, Verto Education may remove that Participant. This determination is at Verto Education's sole discretion. Any costs associated with Participant's dismissal, including but not limited to additional lodging, food, or travel expenses, will be solely at the Participant's and/or the Guardian's expense.

D. Information for Participants with Disabilities who may Require Accommodation

Verto Education does not discriminate on the basis of disability in admissions for its Study Abroad Experiences. Verto Education endeavors to reasonably accommodate Participants with disabilities who are otherwise qualified to participate in its Study Abroad Experiences. However, the Americans with Disabilities Act ("ADA"), mandating equal access for individuals with disabilities, does not govern accessibility standards in other countries. Please read our Accommodation Policy (available at <https://vertoeducation.org/verto-policies/>) for more information about accommodations. Verto Education cannot guarantee that reasonable accommodations will be available in all international locations. Participants with disabilities must understand that some international experiences may not be appropriate for them. While disclosure of a disability is not required prior to admission to a Study Abroad Experience, Participants should disclose their disability and request an assessment of appropriate accommodations as early as possible by following the instructions in our Accommodations Policy. Failing to timely request an accommodation in accordance with our Accommodations Policy may result in an inability to accommodate Participant and result in Participant's removal from the Study Abroad Experience.

PART 3: INSURANCE, MEDICAL EXPENSES, AND PERSONAL PROPERTY

Verto Education provides comprehensive travel medical insurance for Participants in Study Abroad Experiences outside of the United States for the duration of the time on-site, including

medical transportation or evacuation associated therewith. However, Verto Education makes no guarantees about such coverage. Although the travel medical insurance is comprehensive, there are exclusions to the coverage for certain activities that Verto Education's insurance provider deems to be high risk and outside the usual course of the Study Abroad Experience. Information regarding Verto Education's provided insurance coverage, and any potential exclusions, is available upon request. Participant may elect to obtain additional coverage and Participant is advised to consider additional coverage.

You acknowledge that you are responsible for understanding the scope of coverage of the medical and travel insurance policy(s), including any additional policies that you may elect to obtain.

If any type of medical treatment is required for the Participant for any reason, you understand and accept full and exclusive responsibility for any expenses not covered by Verto Education's provided insurance, if applicable. The Staff may, but is not required to, provide initial payment to secure urgent medical services for Participant, and in such situations, you agree to reimburse the Staff no later than ten (10) days after payment is made by the Staff to secure such medical services. You accept and acknowledge that regardless of the type of injury or illness that the Participant may sustain, the cost of any and all medical care and assistance before, during, and after the Study Abroad Experience is exclusively your responsibility.

You understand that throughout a Participant's participation in the Study Abroad Experience, including without limitation during the Study Abroad Experience's activities (see Part 4) and while staying at Accommodations (see Part 5), there exists the risk that Participant's personal property may be subject to damage or theft. You assume all risks associated with regard to Participant's personal property, and you fully release the Verto Parties for any damage, theft, or loss of any of Participant's personal property that occurs during the Study Abroad Experience.

PART 4: ACTIVITIES AND WAIVER

You hereby give permission to allow the Participant to engage in the optional and included activities communicated to Participant in connection with the Study Abroad Experience. These activities vary from location to location and relate to the location focus, itinerary, environmental conditions and staffing. Some of these activities may not be part of the location cost and may require an additional cost. This additional cost may be collected by the Verto Parties as a condition of participating in said activities. You understand that the Verto Parties reserve the right, at any time, including before or during the Study Abroad Experience, to change any planned activities, including making cancellations, substitutions, or any other changes, at their sole discretion. You understand that, to the extent possible, the Verto Parties will contact you about any changes to any planned activities. Further, you understand and agree that the Verto Parties will not be responsible for any costs incurred as a result of a change to any planned activities.

If Participant chooses to not participate in any given activity included within the Abroad Experience, Participant will inform the relevant Verto Party ahead of time. The Verto Parties cannot guarantee that an alternative activity will be made available to Participant.

PART 5: ACCOMMODATIONS

You have read, understand and agree to the terms of Verto Education's Community Living Policy (available at <https://vertoeducation.org/wp-content/uploads/Community-Living-Policy.pdf>). You understand that Participant's accommodations during the Study Abroad Experiences may be a combination of lodging provided by educational institutions, hotels, local families, and/or guesthouses (collectively, the "**Accommodations**"). Due to the nature and location of Study Abroad Experiences, it is likely the Participant will be staying in Accommodations that maintain no insurance and are in no way required or even able to obtain insurance. Therefore, you understand that Verto Education strongly recommends that you obtain insurance with coverage limits sufficient to cover the value of the Participant's personal property, in the event of theft, fire, flood, or other unforeseen occurrence. You acknowledge that the Verto Parties are not responsible for Participant's property.

PART 6: EDUCATIONAL ACTIVITIES

You understand that the Study Abroad Experience is not a "gap year" activity and that, in order to participate in the Study Abroad Experiences, the Participant must be admitted to and enrolled at a postsecondary institution identified by Verto Education (the "**Academic Provider**") that will deliver and offer academic, credit-bearing courses (the "**Courses**") supplemented by the Study Abroad Experiences. You understand that Participant will be required to attend all scheduled classes, lectures, seminars, and other academic activities scheduled by the Academic Provider as part of the Courses. The Participant will be required to successfully complete the Courses with a passing grade to receive college credit from the Academic Provider. YOU UNDERSTAND AND AGREE THAT VERTO EDUCATION CANNOT AND DOES NOT GUARANTEE THAT PARTICIPANTS WILL SUCCESSFULLY EARN AND BE GRANTED ACADEMIC CREDIT FROM THE ACADEMIC PROVIDER DELIVERING AND OFFERING THE COURSES.

You understand that Participant may choose to apply to attend one of Verto Education's partner colleges (each, a "**Partner College**") or may choose to continue their educational program at the Academic Provider after completion of the Study Abroad Experience, subject to Participant meeting the requirements that may be established by the Academic Provider from time to time. Each Partner College has its own requirements that it may impose in order to enroll Participants and accept credits granted by the Academic Provider, including requirements such as minimum grade requirements as well as others, including but not limited to appropriate participant conduct (the "**Partner College Acceptance Conditions**"). The Partner College Acceptance Conditions may change over time and may be subject to varying interpretations by each Partner College. You understand that each Partner College will have its own policies surrounding the transfer of credits, including, without limitation, any policy regarding minimum grades required for credit transfers, and that it is your responsibility to learn and understand the credit transfer policies of the Partner Colleges that each Participant desires to attend. YOU UNDERSTAND AND AGREE THAT VERTO EDUCATION IS UNABLE TO CONTROL THE PARTNER COLLEGE ACCEPTANCE CONDITIONS AND THAT VERTO EDUCATION CANNOT AND DOES NOT GUARANTEE THAT PARTICIPANT WILL IN FACT BE ACCEPTED TO ATTEND ANY PARTNER COLLEGE, NOR THAT THE PARTNER COLLEGE ACCEPTANCE CONDITIONS

WILL REMAIN UNALTERED OR BE INTERPRETED BY ANY PARTNER COLLEGE IN A MANNER THAT IS FAVORABLE TO PARTICIPANT.

After satisfactory completion of the Study Abroad Experience by the Participant, and provided that the Participant has met all Partner College Acceptance Conditions, Verto Education will use its best efforts to ensure that the Academic Provider provides a transcript of earned credits to the Partner College. However, the Partner College's policies and practices related to the acceptance of transfer credits is beyond the control of Verto Education. YOU UNDERSTAND AND AGREE THAT VERTO EDUCATION CANNOT GUARANTEE AND DOES NOT GUARANTEE THAT ANY PARTNER COLLEGE WILL TREAT THE CREDITS AS FULFILLING ANY REQUIREMENTS TOWARDS ANY MAJOR OR TOWARDS ANY GRADUATION REQUIREMENTS OF THE PARTNER COLLEGE. IN SOME LIMITED CIRCUMSTANCES SPECIFIC COURSES AVAILABLE IN THE STUDY ABROAD EXPERIENCE WILL NOT TRANSFER TO CERTAIN PARTNER SCHOOLS FOR ANY PURPOSE (THE "**NON-TRANSFERABLE COURSES**"). VERTO EDUCATION WILL TAKE REASONABLE EFFORTS TO NOTIFY PARTICIPANT ABOUT ANY COURSES THAT ARE NON-TRANSFERABLE COURSES WITH RESPECT TO PARTICULAR PARTNER SCHOOLS.

VERTO EDUCATION CANNOT GUARANTEE AND DOES NOT GUARANTEE THAT CREDITS WILL BE SUCCESSFULLY TRANSFERRED AND ACCEPTED BY ANY NON-PARTNER COLLEGE NOR BY ANY PARTNER COLLEGE THAT HAS NOT CONDITIONALLY ACCEPTED PARTICIPANT AND VERTO EDUCATION DOES NOT ASSUME ANY RESPONSIBILITY FOR ASSISTING PARTICIPANT WITH ANY SUCH ATTEMPT TO TRANSFER THE CREDITS TO SUCH SCHOOLS.

YOU UNDERSTAND AND AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VERTO EDUCATION DOES NOT REPRESENT OR WARRANT THAT THE STUDY ABROAD EXPERIENCE OR ANY OF VERTO EDUCATION'S SERVICES WILL MEET YOUR EXPECTATIONS NOR THAT THE STUDY ABROAD EXPERIENCE WILL GUARANTEE ANY SPECIFIC RESULTS, INCLUDING WITHOUT LIMITATION ANY RESULTS RELATED TO THE RECEIPT OR TRANSFER OF CREDITS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VERTO EDUCATION DISCLAIMS ALL RESPONSIBILITY FOR ANY THIRD-PARTY SERVICES OR ACTIONS RELATED IN ANY WAY TO THE STUDY ABROAD EXPERIENCE.

In addition to the foregoing, as part of the Study Abroad Experience application process, Participant may choose to indicate interest in attending certain non-accredited institutions or programs (each, a "**Non-Accredited Institution**") after completion of the Study Abroad Experience. To the extent that Participant indicates interest to Verto Education in such Non-Accredited Institutions through the application process or otherwise, you consent to Verto Education providing such Non-Accredited Institutions with the contact information for Participant and consent to such Non-Accredited Institutions contacting Participant about attending such Non-Accredited Institutions. You also understand and agree that Verto Education has not entered into agreements with such Non-Accredited Institutions regarding admission into such institutions. VERTO EDUCATION CANNOT GUARANTEE AND DOES NOT GUARANTEE THAT PARTICIPANT WILL BE ACCEPTED INTO ANY NON-ACCREDITED INSTITUTIONS.

PART 7: FEES, CANCELLATION, AND REFUNDS

You have read, understand and agree to the terms of Verto Education's Payment, Cancellation, & Refund Policy, (available at <https://vertoeducation.org/payment-cancellation-refund-policy/>), that governs your payment for the Study Abroad Experience, travel insurance, and cancellation of the Study Abroad Experience by you or Verto Education.

PART 8: TRANSPORTATION

The Verto Parties will book and pay for certain predetermined air and ground transportation during the Study Abroad Experience (the "**Arranged Travel**"). You understand that you are responsible for arranging and paying for all costs associated with any travel that Participant engages in, via any means and to any location, before, during, or after the Study Abroad Experience, that is not travel approved by the Verto Parties as part of the Study Abroad Experience ("**Independent Travel**"). You understand that you are solely responsible to insure and possess all appropriate documentation for Arranged Travel and Independent Travel. The types of travel that are Independent Travel include, without limitation, (i) transportation to the Arrival Airport, Arrival Train Station, or other Arrival Location as designated by Verto Education in the city where the Study Abroad Experience will begin, (ii) transportation from the Departure Airport designated by Verto Education in the city where the Study Abroad Experience will conclude, and (iii) any local transportation within each city the Study Abroad Experience will take place in, including but not limited to local public transportation and taxi cabs.

PART 9: PARTICIPANT BEHAVIOR

A. Compliance with Verto Education's Code of Responsibility

Participant agrees to follow the rules and regulations described in the Verto Education Participant Code of Responsibility (the "**Code of Responsibility**", available at <https://vertoeducation.org/wp-content/uploads/Code-of-Responsibility.pdf>). You acknowledge that Verto Education may mandate or impose penalties up to and including program dismissal of a Participant at Verto Education's sole discretion for community, safety, or academic infractions as laid out in the Code of Responsibility. Such wrongful, unsafe, offensive, or non-compliant conduct includes, but is not limited to, causing harm to oneself or others; causing harm to properties or local community relationships, impacting the enjoyment of other participants in the Study Abroad Experience, academic infractions, and non-attendance of courses or mandatory activities. Any costs associated with a Participant's dismissal, including but not limited to additional lodging, food, or travel expenses, will be at the Participant and/or Guardian's expense. Verto Education reserves the right to share Participant's violation(s) of the Code of Responsibility with the Academic Provider or applicable Partner College. You understand that Verto Education may amend the Code of Responsibility at any time, but Verto Education will provide reasonable notice to Participant of any policy implemented during the Study Abroad Experience that may result in a Participant's dismissal from the Study Abroad Experience. You also understand that engagement in prohibited conduct, including conduct prohibited in any Code of Responsibility, handbook, or other sets of rules or policies of the Academic Provider may result in dismissal from the Study Abroad Experience and/or reporting of that conduct to the applicable Academic Provider or Partner College.

B. Local Standards

You understand that each foreign country has its own laws, culture and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. You recognize that behavior which violates those laws or standards could harm Verto Education's relations with those countries and the institutions therein, as well as Participant's own health and safety. Participant is aware that if Participant violates the laws of the host country, Participant may place Participant in legal jeopardy and that U.S. standards of due process may not apply. You understand that the Participant is responsible for becoming informed of, and abiding by, all such laws and standards for each country Participant will visit as part of the Study Abroad Experience and during designated independent time outside of the Study Abroad Experience.

You understand and agree that Participant will attend to any legal problems Participant encounters with any foreign nationals or government solely at Participant's own expense. Further, you understand that, while the Verto Parties will use its best efforts to assist Participant, the Verto Parties are not responsible for providing Participant with legal representation.

C. Cell Phone Requirements

It is important for the Verto Parties to be able to contact Participant throughout the Study Abroad Experience. You agree to follow the Verto Education Cell Phone Requirements (available at <https://vertoeducation.org/wp-content/uploads/Cell-Phone-Requirements.pdf>).

D. Dismissal from Study Abroad Experience

Verto Education reserves the right to dismiss Participant from the Study Abroad Experience at any time and without any liability to Participant or Guardian in the event of any of the following:

- Participant violates the Code of Responsibility (in which case, the dismissal process identified in the Code of Responsibility will apply)
- Participant fails to pay fees in accordance with Verto Education's Payment, Cancellation, & Refund Policy
- Participant violates the terms of this Agreement
- Participant otherwise engages in any conduct that is prohibited

Any costs associated with a Participant's dismissal, including but not limited to additional lodging, food, or travel expenses, will be at the Participant and/or Guardian's expense. A dismissal will result in Participant's visa (if applicable) being revoked. A dismissal also means that Participant is suspended from the Academic Provider for the determined length of the dismissal.

PART 10: INFORMATION AND CONTENT POLICIES

A. Photography and Media Use

You understand that the Verto Parties reserve the right to capture photographic, video, written, spoken, and other digital or analog media records ("**Media**") of any of its Study Abroad Experiences and the Participants. You understand that the Media may capture Participant's name, voice, and likeness ("**Appearance**"). You hereby assign to Verto Education all right, title, and interest that you may have in the Media, as well as any reproduction, product,

or derivative work of the Media. The foregoing assignment includes the right of the Verto Parties to use the Participant's name to identify the Participant in the Media. Subject to Participant's rights with respect to class videoconferencing recordings under Part 10(B) (Class Recording Policy) below, you hereby waive any right to inspect or approve the Verto Parties' use of the Media and you release the Verto Parties, their licensees and assigns from any and all claims arising out of the use of the Media, including, but not limited to, invasion of privacy or rights of publicity, or any claims for consideration or compensation for Participant's Appearance or the rights granted hereunder. Except as set forth in Part 10(B) (Recording Policy) below, you agree that the Verto Parties may use any Media of the Participant for promotional and/or commercial purposes, whether taken before, during, or after the Study Abroad Experience. You understand that the Verto Parties cannot control any Media taken or produced by outside parties not affiliated with the Verto Parties, and you release the Verto Parties for injury or damages suffered as a result of any Media taken or used by any such outside parties.

B. Class Recording Policy

You understand that the Verto Parties may use videoconferencing software (i.e. Zoom or similar technologies) to record live class discussions. This means that video and/or audio recordings of Participant may be captured and recorded through the videoconferencing software. These recordings will be made available only to other participants enrolled in the class and the class instructor(s). The purpose of recording the classes is to assist those who cannot attend the live session. All recordings will become unavailable to participants in the class when the Study Abroad Experience ends. Participants who prefer to participate via audio only may, depending on the participation policy of each course and individual instructor, be allowed to disable their video camera so only audio will be captured. Participant should discuss this option with Participant's instructors.

Recordings of classes with videoconferencing software may be used solely for internal class purposes by Staff and participants registered for the class, and only for the duration of the Study Abroad Experience. If the Verto Parties want to make subsequent use of videoconferencing recordings that include Participant, they may do so only with informed written consent of Participant, or if all Participant activity is removed from the recording.

For more information on class recordings, please visit Verto Education's Privacy Policy on our website at www.vertoeducation.org or contact a Verto Education representative.

Occasionally, classes may be recorded with means other than videoconferencing software for non-educational, marketing, or other purposes. These recordings are governed by Part 10(A) and not Verto's Class Recordings policy.

C. FERPA Waiver

The Family Educational Rights and Privacy Act ("**FERPA**") specifies the rights of students to privacy and confidentiality with respect to their education records in accordance with the Academic Provider's FERPA policy. The Permission to Disclose Educational Record Information form (the "**FERPA Waiver**") is an Academic Provider form used by Verto Education for Participant to grant permission for the Verto Parties to disclose and discuss the Participant's

education records with other persons specified by the Participant (such as Guardian). You understand that Participant is not obliged to sign this form.

D. Disclosure of Sensitive Communications

You understand that the Verto Parties reserve the legal, ethical, and moral right to determine whether to report to the Guardian or designated emergency contact anything the Participant shares while on a Verto Education Study Abroad Experience regarding the personal history of threatened or performed abuse; physical, sexual, or mental assault; or any other act that jeopardizes that Participant's well-being or that of others. If the Participant is 18 years of age or older, the Verto Parties will obtain the Participant's permission first unless the situation is deemed serious, life threatening, or determined to be in the Participant's best interest. In these circumstances, the Verto Parties reserve the right to communicate with designated emergency contacts, Guardians, parents, family members, or other supportive persons without consent in the interest of the Participant's safety and wellbeing.

IN ADDITION TO THE FOREGOING, THE VERTO PARTIES RESERVE THE RIGHT TO DETERMINE WHEN NECESSARY AND APPROPRIATE TO TRANSMIT SUCH SENSITIVE COMMUNICATIONS TO (A) THE ACADEMIC PROVIDER ON A NEED TO KNOW BASIS, AND (B) LAW ENFORCEMENT AS REQUIRED BY LOCAL REGULATIONS.

E. Terms of Service and Privacy Policy

You have read, understand and agree to the terms of Verto Education's Terms of Service (available at <https://vertoeducation.org/terms-of-service/>) and Privacy Policy (available at <https://vertoeducation.org/privacy-policy/>), which govern your activity on Verto Education's website as well as Verto Education's collection, use, and disclosure of your information in connection with the Study Abroad Experience.

PART 11 - ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Participating (whether simply attending, observing or actively participating) in the Study Abroad Experience involves risks. Activities can occur in various locations. Activities may be led by the Verto Parties or others and may include, but are not limited to: boating (including rafting, canoeing, sailing, kayaking, and air boating); camping; running; hiking; trekking; and backpacking; snorkeling; surfing; swimming; bicycling; home construction and other service projects; bouldering and rock climbing; experiential activities including a variety of games and group initiatives; canopy zipline tours and low and high challenge courses (systems which include poles, ropes, cables, ziplines, ladders, platforms, swings, climbing towers and other natural and manmade elements, over and on which participants move, with and without assistance from Staff or other participants); and transportation in vans, buses, trains, trucks or other vehicles (collectively, the "**Activities**"). Activities may be scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during the Participant's free time. You acknowledge that the inherent and other risks, hazards, and dangers of the Activities can cause injury, damage, death or other loss to the Participant or others. You give permission for Participant to participate in all Activities and, if the Participant is younger than 18 years old, the Guardian agrees to discuss the nature and risks of the Activities with the Participant.

YOU UNDERSTAND THAT THE RISKS INCLUDE, WITHOUT LIMITATION:

1. Weather, environmental, and surface and subsurface conditions in an outdoor or wilderness environment that are unpredictable and dangerous, including risks associated with travel on trails or routes that may not be groomed, maintained, controlled, or marked; lightning; snow or ice accumulation; high altitude conditions; fast moving rivers or other water bodies; falling or fallen timber; mineshafts; rockfall; icefall; steep or slippery terrain; electrical storms; mountain storms; flashfloods; snow; rain; hail; sleet; ice and extremely cold water; geothermal geysers or geothermally heated (extremely hot) water; unstable or loose rock; wild or domestic animals; stinging, venomous and/or disease carrying animals, insects or microorganisms; and other natural and man-made hazards and dangers;
2. The impact of Participant's mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs) on participation in the Activities. Although the Verto Parties will review Participant's submitted medical information, the Verto Parties cannot anticipate or eliminate risks or complications posed by Participant's mental, physical (including fitness level) or emotional condition;
3. Risks associated with the Staff decision-making, judgments, and warnings, which are often based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to error. These include, but are not limited to the risk that a Staff member may misjudge an individual's capabilities, health, or fitness level, or misjudge terrain, weather, trail location and conditions, water-level, ocean conditions, river and/or terrain route location, some aspect of instruction, medical treatment, the character and propensities of an animal, or how best to react in certain circumstances;
4. Animals are unpredictable and uncontrollable in all circumstances, whether participants are feeding, riding, packing, or otherwise dealing with animals in any way. Dangers and risks associated with interacting with animals include their propensity to behave in ways that may result in injury, death, or loss to persons on or around the animal; the unpredictability of the animal's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision with another animal, a person or an object; and the potential of a Participant to act in a negligent manner that may contribute to injury, death, or loss to the Participant or to other persons. Without warning, animals can kick, bite, stomp, stumble, rear, bolt, fall, and react to sudden movements, noise, light, vehicles, other animals, or objects;
5. Risks of camping, including the risk of tending to, being near, or cooking over an open fire or gas or propane stove that is subject to a gas explosion, scalding, or other burns. Other risks include the risk of contaminated water in natural water sources, the risk of falling trees and/or branches, floods, harsh and unpredictable weather, wildlife disturbances and encounters, insect bites, and other hazards at a campsite;
6. The risk that equipment or gear may be misused, may not fit, or may break, fail, or malfunction. This includes Participant's personal equipment, equipment belonging to the Verto Parties, or other equipment (whether purchased, borrowed, or rented). If Participant chooses to bring and use Participant's personal equipment (including any

safety gear), you assume full responsibility for choosing appropriate equipment and for the fit and condition of this equipment. The Verto Parties require use of helmets or other safety gear for some Activities. Safety gear may prevent or lessen injuries in some instances but it is not a guarantee of safety, and injury can occur even with the use of this gear;

7. The unavailability of immediate and quality medical attention or rescue possibilities in a country abroad and/or in an isolated and remote location, including the limited ability to communicate with rescue and medical personnel, and to transport or evacuate Participant from an incident location. Activities may take place in locations as much as several hours or days from any medical facility, and in regions where traditional Western medical care is not always available;
8. Risks associated with high and low challenge course elements and zip-lines which may be as high as 200 feet off the ground, including the possibility of falling a large distance, slipping, rope burns, pinches, jolts, splinters or swaying, colliding with other participants, and experiencing anxieties and fears associated with heights;
9. Risks from participating in a physically exerting activity in an unpredictable environment, including engaging in repetitive arm and leg movements, bending, walking, riding, twisting, pulling, lifting, running, jumping, climbing, and sustaining back and other injuries as a result of using a shovel, hammer, machete, pick-axe, or other tool;
10. Risks associated with rafting, kayaking, or canoeing in a creek or river, including encountering swift or cold water; the presence of unknown obstacles such as rocks or timber; the risk that a vessel may overturn or sink; and risks associated with personal flotation devices, including that it does not properly fit, it may not be available, is not properly secured, or contains a defect that may impact its ability to function;
11. Risks associated with air boating, sailing, rowing, or other boating, including encountering swift or cold water; the presence of unknown obstacles such as boulders, trees, holes, and reversals; the risk that a vessel may overturn or sink; the risk of falling overboard; impacting the lake or river bottom; the risk of being swept into a river current; getting caught in the propeller; and experiencing a boat capsize or collision;
12. Risks associated with bicycling including the possibility of failed equipment such as the bike gear or helmet; hazardous and unpredictable road or trail conditions; the impact of other cyclists, motor vehicles or animals; the possibility a rider could lose control of the bicycle; and the impact of harsh weather conditions;
13. Risks associated with surfing, sea kayaking, and snorkeling in an ocean or other open body of water, including interactions with other individuals and vessels on the water; potential hazards including docks, piers, bridges, buoys, rocks, corals and the shore; water and weather conditions including tides, waves, and currents; equipment and gear malfunction; interactions with fish, sharks, turtles, insects, and other animals; the unpredictability of the ocean; and otherwise being in a large body of water where a lifeguard is not present;

14. Risks from rock climbing and bouldering including the possibility of slipping and falling partway or to the ground; burns; pinches; jolts; losing grip on the rock or a climbing hold; impacting the rock face, objects or people; being hit by rock or debris fall from above; loose or damaged climbing holds; and equipment failure or misuse;
15. Risks associated with swimming and mud pools, including being in a pool or open water without a lifeguard who could perform immediate emergency services that may become necessary, or enforce applicable rules and regulations; drowning or other injuries such as concussions; injuries from falling or water inhalation; risks associated with soaking in hot water or mud; swimming in water depths beyond Participant's ability; and diving or other behavior that could cause injury or even death;
16. Risks associated with home stays and residing with unknown people in a foreign, country, including exposure to unfamiliar food, water, and domestic and wild animals; risks associated with varying and unfamiliar cultural norms; unanticipated verbal and physical harm; the careless or reckless behavior of other people; the possibility of inadvertent touching or unwanted sexual advances; and personal disclosure and/or interaction with such people;
17. Risks associated with interactions with other participants, including the careless or reckless behavior of other participants, the possibility of inadvertent touching or unwanted sexual advances, and personal disclosure and/or interaction with co-participants;
18. Risks associated with individuals or organizations that the Verto Parties contract with (not Staff of Verto Education, Verto Affiliates, or Verto Contractors) to provide or conduct some of the services and Activities Participant will engage in; the Verto Parties do not supervise or control these contractors and are not legally liable or responsible for their conduct;
19. Risks of traveling in foreign countries, including being transported to and from activities by bus, van, pick-up truck, or personal car on undeveloped, rough, mountainous and unpredictable terrain, including dangerous roads, bridges, and other infrastructure; the risks of driver error either by individuals affiliated with the Verto Parties, a third-party carrier, or drivers of other vehicles; the risk of vehicle malfunction and travel in potentially unsafe vehicles including the back of a pick-up truck or buses not equipped with seat belts; exposure to poor sanitation and contaminated foods or water, and unusual diseases; and encounters with terrorism, war, kidnapping, political unrest, riots, individuals with anti-American sentiment, and other forces or harm;
20. Risks associated with Participant having free and/or independent time before, during, and after Activities and during weekends, including any experiences that are not permitted or organized by the Verto Parties but that Participant nonetheless engages in. At all times, all participants share in the responsibility for their own wellbeing;
21. Risks associated with any Independent Travel that Participant engages in, via any means and to any location, before, during, or after the Study Abroad Experience. With respect to Participant's Independent Travel, the Verto Parties are in no way responsible

for Participant's health, safety, or security, including, without limitation, any bodily injury, personal injury, illness, or death that Participant may suffer, or the safekeeping of Participant's personal belongings. The Verto Parties do not assume any responsibility for or obligation to provide any financial assistance or any other type of assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness while Participant engages in Independent Travel. Staff will not be available to assist or provide support to Participant during Independent Travel;

22. Risks associated with regard to Participant's personal property, which may be subject to damage or theft, during Participant's participation in the Study Abroad Experience, including, without limitation, while participating in the Activities or staying at the Accommodations;
23. Risks associated with Participant borrowing or renting new or used equipment from the Verto Parties. The equipment comes "AS-IS," and the Verto Parties disclaim all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose), regarding the equipment;
24. Risks associated with regard to Participant staying at any Accommodations, including without limitation, risks of illness, injury, or death resulting from Participant's use of the Accommodations; and
25. Risks associated with contracting any type of disease, including communicable diseases.

These risks can result in Participant: falling partway or to the ground or into the water; being struck by, colliding with or impacting objects, people, animals or the bottom of a water body; experiencing vehicle collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; and suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold-related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns; illnesses (including contracting animal/insect borne or contagious diseases); infections; cuts or wounds; or other injury, damage, death or loss.

YOU ALSO UNDERSTAND THE FOLLOWING WITH RESPECT TO COVID-19:

1. COVID-19 is a highly contagious virus that could cause various severe symptoms including, but not limited to, cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking, muscle pain, headache, loss of taste or smell, persistent chest pain or pressure, confusion, and death or other serious injury.
2. COVID-19 could be transmitted by people who may not be experiencing any symptoms of the virus and who may be vaccinated against the virus, and it is possible that someone may be positive for the virus without knowing it.

3. Due to the nature of COVID-19, among the inherent risks of participation in the Study Abroad Experience is that Participant may become afflicted with COVID-19 and/or transmit it to other individuals despite the Verto Parties' compliance with its policies and procedures, and regardless of whether Participant complies with these policies and procedures.
4. The Verto Parties have implemented numerous policies and procedures related to COVID-19 including those contained herein as well as those that have been and/or will be provided to you and those available on the Verto Parties' websites. These include but are not limited to policies and procedures surrounding vaccination, testing, social distancing, quarantines, and personal protective equipment. You understand that these policies and procedures are frequently evolving and being updated to comply with the latest requirements and recommendations of governing authorities and health departments, not only on the United States federal level but in the locations to which Participant will be traveling. You agree to comply with, and be bound by, all of the Verto Parties' policies and procedures in effect at the time of Participant's participation in the Study Abroad Experience, and as may be updated from time to time. You also understand that failure to comply with any of these policies and procedures could result in Participant's immediate dismissal from the Study Abroad Experience at Participant's sole expense.
5. The Verto Parties encourage all Study Abroad Experience participants to be vaccinated against COVID-19. In addition, the Verto Parties strive to align their vaccination requirements with the local requirements where the Study Abroad Experience takes place. As such, participants participating in a Study Abroad Experience in a location where COVID-19 vaccines are required must be vaccinated against COVID-19 and provide documentation evidencing such vaccination to the Verto Parties in accordance with the Verto Parties' instructions.
6. You agree to comply with all local vaccination, isolation, testing, masking and quarantine requirements as then in effect in any location during the Study Abroad Experience. In addition, the Verto Parties may revise their vaccination requirements by communicating revised vaccination requirements through any means of communication. You agree to comply with such revised vaccination requirements at all times.
7. While participants in certain locations may be permitted to participate in a Study Abroad Experience without vaccination as described herein, there may be restrictions locally that prohibit unvaccinated participants from entering restaurants, theaters, museums, or other venues. The Verto Parties cannot guarantee that unvaccinated participants will have unrestricted access to venues and activities during the Study Abroad Experience, and these requirements may change during the Study Abroad Experience. Additionally, unvaccinated participants may not be able to travel from the Study Abroad Experience location to other countries that have vaccination requirements. Unvaccinated participants face the ongoing risk of mandatory quarantine periods – that can be based on personal infection or close contact with confirmed COVID-19 cases. You acknowledge these limitations and others that may apply if Participant is unvaccinated and assume all risks associated with the foregoing.

8. Staff members are, and have been, available if you have further questions about the Verto Parties' COVID-19 policies and procedures or the associated risks of participating in the Study Abroad Experience. You give permission for Participant to participate in the Study Abroad Experience despite these risks and Guardian agrees to discuss these risks with the Participant.

The information provided in this Part 11 is not a comprehensive list of all risks. Other unknown or unanticipated activities, risks, and outcomes may exist, and the Verto Parties cannot assure Participant's safety or eliminate any of these risks. Participant is voluntarily participating with knowledge of the risks.

YOU ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE INHERENT AND OTHER RISKS (KNOWN AND UNKNOWN, DESCRIBED ABOVE OR OTHERWISE) OF THE ACTIVITIES AND FOR ANY INJURY, DAMAGE, DEATH OR OTHER LOSS SUFFERED BY YOU, RESULTING FROM THOSE RISKS, INCLUDING THE RISK OF PARTICIPANT'S OWN NEGLIGENCE OR OTHER MISCONDUCT.

PART 12 - GENERAL RELEASE AND INDEMNIFICATION OF VERTO

A. Release

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY ABSOLVE, RELEASE, AND WAIVE ANY AND ALL LIABILITY, AND AGREE NOT TO SUE THE VERTO PARTIES, AND EACH OF THESE ENTITIES' DIRECTORS, OFFICERS, LOCAL PARTNERS, STOCKHOLDERS, MEMBERS, ATTORNEYS, AGENTS, ORGANIZERS, GUIDES, LEADERS, CHAPERONES, STAFF, NOMINEES, ASSIGNS, DESIGNEES, OWNERS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AND ANY AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE VERTO PARTIES (COLLECTIVELY, THE "**RELEASED PARTIES**"), WITH RESPECT TO ANY AND ALL CLAIMS, LIABILITIES, SUITS OR EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) (HEREAFTER COLLECTIVELY "**CLAIM**" OR "**CLAIM/S**"), FOR ANY INJURY, DAMAGE, DEATH OR OTHER LOSS IN ANY WAY CONNECTED WITH PARTICIPANT'S PARTICIPATION IN THE STUDY ABROAD EXPERIENCE, PARTICIPATION IN THE ACTIVITIES, OR INDEPENDENT TRAVEL. YOU HEREBY WAIVE ALL CLAIMS YOU MAY HAVE AGAINST THE RELEASED PARTIES, LEGALLY BIND YOUR ESTATES AND ANY FAMILY MEMBER, HEIR, OR OTHER PARTY BRINGING CLAIM/S AND AGREE THAT NEITHER YOU NOR ANYONE ACTING ON YOUR BEHALF, WILL MAKE A CLAIM AGAINST THE RELEASED PARTIES AS A RESULT OF ANY INJURY, DAMAGE, DEATH, OR OTHER LOSS SUFFERED BY YOU.

This release includes, to the maximum extent permitted by law, claim/s of or resulting from the Verto Parties' negligence (but not their gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment, or treatment), property damage, loss of consortium, breach of contract, or any other claim.

B. Indemnity.

You agree to hold harmless and indemnify ("**indemnify**" meaning protect by reimbursement or payment) the Released Parties against any claims, losses, damages or costs (including reasonable attorneys fees) (collectively, "**Liabilities**") incurred in connection with:

1. any injury, damage, death or other loss in any way connected with Participant's participation in the Study Abroad Experience or participation in the Activities;
2. any negligent or wrongful intentional act of Participant;
2. Participant's healthcare before, during, or after the Study Abroad Experience, including without limitation transportation and evacuation costs;
3. any injury, damage, death, or other loss to the extent caused by Participant's conduct in the course of participating in the Study Abroad Experience, including, without limitation, taking part in the Activities and/or Accommodations, or Participant's breach of the Agreement;
4. Participant's violation of any laws of any host country, or assistance provided by the Verto Parties; and
5. Participant's Independent Travel.

With respect to any Liabilities arising from claims by third-parties, if the Released Party benefiting from this provision (the "**Indemnified Party**") in its sole discretion so elects, you must defend the Indemnified Party against the claim at your sole cost and expense. Indemnified Party may also participate in the defense of such claim by employing counsel at its expense, without waiving your obligations to indemnify or defend, provided that you are not prejudiced by such actions. You will not settle or compromise any claim or consent to the entry of any judgment to the extent that the judgment or settlement would prejudice or damage the Indemnified Party, without the prior written consent of the Indemnified Party.

PART 13: MISCELLANEOUS TERMS

A. Assistants

You understand and agree that Verto Education may, at Verto Education's sole discretion and expense, employ or engage the services of Assistants. Verto Education's Assistants may also use their own vendors and subcontractors.

B. Governing Law, Venue, and Dispute Resolution

You agree that Colorado law (without regard to its "conflict of laws" rules) exclusively governs this Agreement, and any dispute you have with the Verto Parties, and all other aspects of Participant's relationship with the Verto Parties, contractual or otherwise (a "**Dispute**"), without giving effect to principles of conflicts of law. In the event of a Dispute, the parties will first attempt to resolve the Dispute(s) through good faith negotiation. In the event that the Dispute(s) cannot be resolved through good faith negotiation, the parties will refer the Dispute(s) to a mutually acceptable mediator, the costs of which shall be divided equally between the parties. In the event that such Dispute(s) cannot be resolved through mediation, the parties will refer the Dispute(s) to the American Arbitration Association for resolution through binding arbitration by a

single arbitrator pursuant to the American Arbitration Association's rules applicable to commercial disputes. Any mediation or arbitration hereunder will be held in Denver County, Colorado. In the event that the dispute resolution procedures in this section are found not to apply to a given Dispute, or in the event of a claim for injunctive relief, the parties agree that any judicial proceeding will be brought in the state courts of Denver County, Colorado. The parties consent to venue and personal jurisdiction there. The parties agree that, in the event of arbitration (or in the event of a lawsuit if this arbitration clause is deemed invalid or does not apply to a given Dispute) the prevailing party shall be entitled to costs and fees (including reasonable attorneys' fees).

C. Severability

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect.

D. Amendments and Waiver

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by you and Verto Education. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision.

E. Entire Agreement

This Agreement, including all attachments and all documents and policies referenced herein, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

TO THE EXTENT THERE IS A CONFLICT BETWEEN (I) THE TERMS OF THIS AGREEMENT, INCLUDING ALL ATTACHMENTS AND ALL DOCUMENTS AND POLICIES REFERENCED HEREIN, AND (II) ANY AGREEMENT YOU SIGN WITH THE ACADEMIC PROVIDER, THE TERMS OF THIS AGREEMENT SHALL CONTROL.

F. Third-Party Beneficiaries

You agree that the Verto Parties other than Verto Education are third-party beneficiaries under this Agreement and may directly enforce their rights under this Agreement against you.

PART 14: ACKNOWLEDGEMENT AND AGREEMENT

You acknowledge that this Agreement includes a medical authorization, multiple releases and waivers of certain legal rights, and other specified contractual obligations between you and Verto Education and you sign the Agreement with your own free will. You acknowledge that acceptance of your participation in the Study Abroad Experience is dependent upon the complete and timely submission of all required documents, registration forms, and agreements, including but not limited to this Agreement and all documents and policies referenced in this Agreement.

If you are unsure of the meaning or impact of any of the language in this Agreement, we encourage you to seek the advice of legal counsel.

YOU HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND LEGALLY BINDING UPON GUARDIAN, PARTICIPANT, AND PARTICIPANT'S/GUARDIAN'S OTHER FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES, SUBROGEEES, ASSIGNS, AND ESTATE.

PARTICIPANT MUST SIGN BELOW. IF PARTICIPANT IS UNDER 18 YEARS OF AGE, THE GUARDIAN MUST ALSO SIGN BELOW AND PARTICIPANT AGREES TO RATIFY PARTICIPANT'S ACCEPTANCE OF THIS AGREEMENT ONCE PARTICIPANT IS 18 YEARS OF AGE. VERTO EDUCATION RESERVES THE RIGHT TO WITHHOLD ACCESS TO CERTAIN ASPECTS OF ITS SERVICES IF PARTICIPANT FAILS TO RATIFY THE AGREEMENT ONCE PARTICIPANT IS 18 YEARS OF AGE. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND THAT YOUR SIGNATURES ARE VALID AND LEGALLY BINDING WHETHER YOU CHOOSE TO ELECTRONICALLY SIGN THIS AGREEMENT, CONSENT TO THIS AGREEMENT THROUGH ANY FORM OF CLICK-WRAP AGREEMENT, OR SIGN A PRINTABLE VERSION OF THIS AGREEMENT.