

Yorktown-Zweibrucken Exchange Program

Behavior Agreement

York County School Division students who are eligible and selected through the Yorktown-Zweibrucken Exchange Program application process are fortunate in being able to participate in the Yorktown-Zweibrucken Exchange Program ("Exchange Program") to Zweibruecken, Germany from June 15, 2020 to June 29, 2020. The Exchange Program is a cultural and educational program aimed at building bonds of understanding, friendship, and cooperation between individuals, schools, cities, and nations. Exchange Program participants have a significant responsibility to represent themselves abroad in a manner which brings respect to the York County School Division, the County of York, Virginia, the Commonwealth of Virginia and the United States. Before students may participate in the Exchange Program, each student and parent must agree to the terms and conditions for participation set forth below.

Behavior and Rules

I, _____ (print student's name legibly) (hereinafter referred to as "Student"), desire to participate in the Yorktown-Zweibrucken Exchange Program. I, _____ (print parent(s)/guardian(s) name legibly, if Student under 18 years of age) desire for my child to participate in the Yorktown-Zweibrucken Exchange Program. In signing this Agreement below, I (We) agree to the following:

(1) Student will exhibit his/her best personal conduct at all times while participating in the Exchange Program. Student will remember that he/she is in Europe on more than a personal excursion. Student will be abroad as a representative of the York County School Division, York County, the Commonwealth of Virginia, and the United States and will conduct his or herself at all times in a manner which brings respect and honor to the York County School Division, York County, the Commonwealth of Virginia, and the United States.

(2) Student will abide by all rules and regulations of the York County School Division, including the Student Conduct Code. Student will obey all instructions and directives given to Student by adults providing supervision for the trip.

(3) Because of the differences in laws and insurance, Student will not operate any motor vehicle while abroad. Motor vehicle includes any motorized transport of two or more wheels.

(4) Student understands that this trip is not meant to provide Student with an opportunity to take advantage of the younger drinking age found in Europe. Student will therefore not possess and will abstain from imbibing in intoxicating spirits, including beer, wine, and hard liquor. In addition, Student will not possess and will abstain from imbibing in illicit drugs, including Marijuana, or prescription drugs which have not be prescribed for Student by a doctor. **Student and parent/guardian further understand, and agree, that all of Student's property will be subject to search at any time by authorized representative(s) of the York County School Division to ensure no contraband is in Student's possession.**

(5) Student and parent/guardian also understand that the consequences for Student violating

items (1) through (4) above could mean that Student would be sent home. Depending on the seriousness of the offense, Student could be sent home without warning, such as if there were a violation of the drinking, driving, or drugs rules. If Student is sent home for violation of this Agreement, both Student and parent/guardian agree that Student will be sent home at Student's and/or parent/guardian's sole expense.

(parent or guardian signature)

(Printed Name of parent or guardian)

Release and Non-Liability Agreement

Hold Harmless, and Promise Not to Sue

As of June 19, 2019, there is a travel advisory that has been issued by the U.S. Department of State concerning travel to Germany. The advisory can be found at:
<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/germany-travel-advisory.html>

However, as conditions can change rapidly in any country at any time, updates are available at:
<https://travel.state.gov/content/travel/en/international-travel/before-you-go/about-our-new-products/staying-connected.html>

Currently Germany is assessed as Level 2 - Exercise increased caution due to terrorism.

Terrorist groups continue plotting possible attacks in Germany. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, local government facilities, hotels, clubs, restaurants, places of worship, parks, major sporting and cultural events, educational institutions, airports, and other public areas.

While in Germany:

- Be aware of your surroundings when traveling to tourist locations and large crowded public venues.
- Follow the instructions of local authorities including movement restrictions related to any ongoing police action.
- Monitor local media for breaking events and adjust your plans based on new information.
- Enroll in the Smart Traveler Enrollment Program (STEP) at <https://step.state.gov/step/> to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on Facebook at <https://www.facebook.com/travelgov> and Twitter at <https://twitter.com/travelgov>.
- Review the Crime and Safety Reports, for Germany located at: <https://www.osac.gov/Country/Germany/Detail>
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the Traveler's Checklist located at: <https://travel.state.gov/content/travel/en/international-travel/before-you-go/travelers-checklist.html>.

As an individual contemplating travel to Europe, I the undersigned am informed that there may be risks in such travel during times when there is conflict as well as no conflict. Having informed myself through the news and media of the state of affairs in the world today, as well as views as to whether it is reasonable and safe to travel to Europe, I the undersigned conclude that it is reasonable to engage in such travel and therefore wish to carry through with participation in the Exchange Program despite the current travel advisories.

Travel notices are designed to inform travelers and clinicians about current health issues related to specific international destinations. **Currently Germany has no Travel Notices.** Future updates can be

found at: <https://wwwnc.cdc.gov/travel/notices>. Due to a global measles outbreak, before you travel internationally, regardless of where you are going, make sure you are protected fully against measles. If you are not sure, see your healthcare provider at least one month before your scheduled departure.

Other recommended vaccines for Germany can be found at:

<https://www.passporthealthusa.com/destination-advice/germany/>

I acknowledge that I am aware that the Student will be residing with a host family participating in the Exchange Program. Background checks are not conducted on host families for the Exchange Program.

I acknowledge that travel to foreign countries may involve many risks including, but not limited to, terrorism, diseases, search and/or seizure of property by customs or other governmental authorities, personal liability, risk of personal injury to me including disability or death, loss or damage to property belonging to me and others, differing customs and legal requirements. Neither the County School Board of York County, Virginia (aka York County School Division) nor the County of York, Virginia provides insurance for harm which may arise from the Exchange Program. Both Student and parent/guardian recognize that the Exchange Program is a non-mandatory and voluntary Exchange Program and that Student participation will not be permitted without this waiver and release. As such, **both parent/guardian and Student agree that neither the County School Board of York County, Virginia nor the County of York, Virginia is responsible for my safety, and both Student and parent/guardian knowingly and voluntarily agree to assume any and all risks associated with participation in the above-described travel opportunity. The County School Board of York County, Virginia, its officers, agents and employees, the County of York, Virginia, its officers, agents and employees, and adult volunteers/chaperones taking part in the Exchange Program shall not be held legally responsible for any harm or injury which may befall a Student arising out of the Exchange Program.**

I understand that the social, cultural, political, religious, governmental, health care, legal (both civil and criminal) and other systems, as well as the geophysical characteristics, of foreign countries may be different, in subtle and/or significant ways, from those in the United States. For example, behavior that is considered normal or acceptable in the United States may be illegal or socially or culturally unacceptable or offensive outside the United States and may result in penalty, fines or imprisonment. I understand that police, fire and other governmental systems may differ from U.S. standards in certain countries, and that the quality and availability of health care may be very different than the United States. Finally, I am aware that certain activities carry increased levels of risk by their nature (for example strenuous physical activity, sea travel, etc.). Activities possible during this Exchange Program include but are not limited to hazards and risks such as:

- Risks related to the water, such as drowning, injury from marine life such as shark bites or jellyfish stings, or injury from plant life or man-made objects in the waters,
- Risks arising from unaccustomed physical activity and the use of equipment,
- Risks related to the weather and other forces of nature,
- Risks related to medical care,
- Risks related to being in unknown surroundings.

Thus, to the maximum extent permitted by law, Student and parent/guardian signing below agree to fully RELEASE and HOLD the County School Board of York County, Virginia (aka York County School Division), its officers, agents, employees, the County of York, Virginia, its officers, agents and employees, adult volunteers/chaperones who are taking part in the Exchange Program and any of such persons' or entities' heirs or estates, both in their official and individual capacities, HARMLESS from any claim or liability arising out of or resulting from Student's participation in the Exchange Program even though the nature, extent, and seriousness of such claims are currently unknown. By signing this Release and Non-Liability Agreement parent/guardian and Student waive any such claims which may occur in the future, whether they are now aware of how the Student could be injured by participating in the Exchange Program abroad, or the extent of such alleged injury, and whether or not such injury is caused by the negligence or other fault of the County School Board of York County, Virginia (aka York County School Division), its officers, agents, employees, the County of York, Virginia, its officers, agents and employees, and adult volunteers/chaperones taking part in the Exchange Program, and agree not to sue the County School Board of York County, Virginia, its officers, agents, employees, the County of York, Virginia, its officers, agents, and employees, and adult volunteers/chaperones who are taking part in the Exchange Program for any and all claims and causes of action for loss of or damage to property, bodily or personal injury, loss of companionship or support, or death sustained by Student or third parties arising out of any activity or travel associated with Student's participation in the Exchange Program.

I agree to defend, indemnify and hold harmless the County School Board of York County, Virginia, its officers, agents, employees, the County of York, Virginia, its officers, agents and employees, and adult volunteers/chaperones who are taking part in the Exchange Program for any and all losses, expenses, claims, judgments and liabilities (including attorneys' fees) of any nature arising out of, or in consequence of, my acts, words, conduct, etc. in connection with the Exchange Program including, but not limited to, damage to property, any injuries or death sustained by any person(s) as a result of my actions or inactivity. I further understand that nothing stated herein shall relieve me from my obligation to uphold and support all rules and regulations for participation in the Exchange Program, as set forth by the County School Board of York County, Virginia.

I have reviewed applicable current travel advisories issued by the U.S. Department of State and the Center for Disease Control relating to all foreign destinations contemplated for this Exchange Program.

All Terms Agreed To

The parent/guardian signing below hereby grants permission for the Student to participate in the Exchange Program. Both parent/guardian and Student have read this Agreement, agree that this Agreement represents their complete understanding of the County School Board of York County, Virginia's and the County of York, Virginia's responsibility and liability for Student's participation in the Exchange Program, voluntarily sign below, and agree to be bound by the terms and conditions of this Agreement.

This Agreement supersedes any previous or contemporaneous understandings Student and parent/guardian may have had with the County School Board of York County, Virginia and the County of York, Virginia on this subject, whether written or oral.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

This Waiver may be executed in counterparts, including facsimile signatures, and all such counterparts shall constitute one agreement, binding upon all parties hereto.

CAUTION: THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING. WE RECOMMEND YOU CONSULT WITH AN ATTORNEY BEFORE SIGNING.

Student's Signature

Dated: _____.

Parent/Legal Guardian's Signature
(For students under 18 years old)

Dated: _____.

As the parent/guardian of the above-named participant, I understand and agree to the terms and conditions contained in this Waiver and Release form, and I assume responsibility for the actions or inactions of the Student, _____ (Print Student Name)

**Medical Care
Authorization for Treatment**

Student and parent/guardian warrant that Student is in good health, has no physical conditions that affect Student's ability to travel and/or participate in any of the activities involved in the Exchange Program, and have not been advised otherwise by a medical practitioner. In this regard, I have completed the Medical and Emergency Contact Form. The County School Board of York County, Virginia and the County of York, Virginia are in no way responsible for any accident or health costs or medical care. In the event of illness or injury, Student and parent/guardian hereby consent to whatever emergency first aid, x-ray, examination, medication administration, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of Student. It is understood that the resulting expenses will be the responsibility of the Student and/or parent or guardian. I grant to the County School Board of York County, Virginia and its representatives, full authority to take whatever action it deems is warranted under the circumstances regarding the health or safety of Student. This authority will permit the County School Board of York County, Virginia, at its discretion, to place Student, at Student and parent/guardian's own expense, in a local hospital for medical services and treatment, or, if no hospital is available, to place Student in the hands of a local medical doctor for treatment. The County School Board of York County, Virginia is further authorized to fly Student back home, at Student and parent/guardian's expense, for medical treatment if, in consultation with local medical authorities, this is deemed to be necessary. I also authorize medical personnel to execute any documents relating to medical attention and to act on Student's behalf, if Student is unable to do so.

Note regarding administration of medication: If your child is required to take medication prescribed by a physician during the course of this Exchange Program, an adult volunteer/chaperone is required to assist your child in taking this medication. Please indicate such requirement by signing immediately after this paragraph. In addition, please state the type of medication and attach a written statement from the Student's physician detailing the method, amount and time schedules by which such medication is to be taken.

(parent or guardian signature)

(Printed Name of parent or guardian)

Student Information

Student Name (Print): _____

Parent Name (Print): _____

Address: _____

Phone Number (Home) _____

Phone Number (Work) _____

If you have health insurance, please list:

Health Insurance Company _____

Policy Number _____

Group Number _____

Any special medical instructions:

Please attach a copy of any necessary prescription, including prescriptions for corrective lenses (if deemed necessary)

In the event of illness or accident, if we should contact someone other than listed above, please contact:

Name: _____

Phone No. including area code: _____