

Greenheart Events

Terms and Conditions

Description of Terms & Conditions

The TERMS & CONDITIONS are between you (hereinafter "Attendee") and Greenheart doing business as Greenheart Exchange, Greenheart Travel, and Greenheart International (hereinafter "Greenheart").

As an Attendee of Greenheart's Event, I agree to read and abide by the terms and conditions outlined below. If I am a minor, my parent or guardian will also read and sign this agreement.

1. Greenheart's Policies of Participation

- 1.1 All Greenheart Events promote cultural exchange, which requires the willingness to learn and adapt to, with understanding and appreciation, the customs of a culture and community of the event location, which may be quite different from one's own. The Attendee feels comfortable making necessary airport connections and taking public transportation to do sightseeing, etc.
- 1.2 Greenheart will indicate specifically which items/services (e.g., flights, accommodations, meals, etc.) are included with the event. If not indicated, or for items/services that fall outside of the event (e.g., pre- or post-conference travel, sightseeing expenses, gratuity, medical insurance, car rental, checked bag fees, etc.), then they are the responsibility of the Attendee unless otherwise stated.
- 1.3 If the event is taking place abroad, the Attendee must arrive in the host country with a valid passport and a visa, when required, and leave at the end of the event or before the visa or passport expires. Greenheart will not take responsibility for aiding the Attendee in changing their visa or passport if they remain abroad after the event closes. Likewise, the Attendee is responsible for understanding and acquiring any passport or visa requirements for extended travel outside of the event country location/travel dates.
- 1.4 The Attendee agrees to possess enough spending money to cover personal expenses while abroad.
- 1.5 The Attendee is responsible for any additional expenses incurred if the Attendee arrives in the host city, district, state, region, or country before the start of the event or stays after the event ends. These costs include insurance coverage (outside the designated event dates), transportation from the airport, and travel to the designated event meeting spot, unless otherwise stated.
- 1.6 The Attendee fully assumes all risks to person and property in connection with his or her participation in the event, including, but not limited to, travel delays, property damage and loss, bodily injury, sickness, disease, and death.
- 1.7 The Attendee shall comply with all applicable laws of any city, district, region, state, or country in which he or she may travel, including drug laws, while participating in the event. If the Attendee fails to follow these laws, he or she may be dismissed from Greenheart's event without prior notice. The Attendee may incur liability to Greenheart under this Agreement if he or she engages in illegal acts.

- 1.8 Greenheart cooperates with a carefully selected network of vendors in the locations where our events take place. All attendee registrations are subject to Greenheart acceptance. In addition, Greenheart and its vendors retain the right to accept, dismiss, or decline the Attendee at any time before or during the event.
- 1.9 The following is not acceptable behavior and may lead to termination of contract with Greenheart Exchange or banning from future event attendance:
 - Violating the laws of the host city, district, state, region, or country Personal misconduct or inappropriate behavior of a serious nature
- 1.10 The Attendee authorizes Greenheart, its representatives, and its affiliates the irrevocable use of any photographs/video accompanying this application or any photographs/video taken, while participating in a Greenheart event for promotion or publicity. The Attendee understands that they will not receive compensation for using attendee photograph(s)/video(s). The Attendee agrees that Greenheart may use such photographs/videos with or without their name and for any lawful purpose, including brochures, advertising, and website content.

2.0 Health and Medical Information

- 2.1 The Attendee must be in good mental and physical health to travel to the event.
- 2.2 Visiting a new culture and staying in unfamiliar surroundings can be incredibly stressful. Attendees with pre-existing conditions should consult their doctor to determine if they are fit to travel.
- 2.3 Within legal limits, the Attendee should bring enough of any prescribed medication to last at least for the duration of the event and travel days, and preferably several extra days in case of travel delays.
- 2.4 Attendees must have medical insurance. Even when insurance is included in the event offering, Attendees understand that they are highly encouraged to purchase an additional travel insurance policy.
- 2.5 As part of the registration process for all international events, Greenheart will purchase Group Medical Insurance for the attendee and their guest(s) to be in effect during their dates of travel. Attendees are responsible for the cost of this insurance outside the designated event dates and for their guests who travel with them. Greenheart will invoice the attendee for this cost, and the invoice must be paid prior to the attendee's departure date.
- 2.6 Insurance provided through Greenheart does not cover pre-existing conditions and/or accidents that occur outside of the terms of insurance. Greenheart cannot be liable for any costs resulting from illness, personal liability, or other risks.
- 2.7 The Attendee understands that it is their responsibility to determine what vaccinations are required for travel. The Attendee will check with a doctor or local public health clinic as soon as possible for the latest recommendations and the Centers for Disease Control (CDC) website.
- 2.8 Greenheart cautions Attendees who choose to rent or drive motorized vehicles abroad that doing so is at their own risk. The Attendees are responsible for their own vehicle insurance, gas, and mileage.
- 2.7 Attendees acknowledge the potential risk of contracting COVID-19 or other infectious diseases while traveling and take full responsibility for any medical care, accommodations, and expenses incurred if medical treatment is required and/or travel is delayed due to becoming ill or testing positive for COVID-19 or other infectious diseases. The Attendee's responsible for ensuring their medical insurance coverage covers COVID-19 or other infectious diseases.

3.0 Acknowledgment for Emergency Medical Care and Release

I understand I am responsible for paying for any medical treatment administered that is not covered by insurance.

3.1 In the case of me not being able to coherently consent to this directly, and if my spouse or previously identified emergency contact is not urgently available to make this decision on my behalf, I authorize Greenheart and its representatives to consent to on my behalf, to facilitate any X-ray, examinations, anesthesia, medical or surgical diagnosis rendered or treatment or hospital care for the Attendee listed below, which is deemed advisable and/or necessary by, and is rendered under the general supervision of any licensed medical professional. This authorization is given to provide authority and power of medical attorney on the part of Greenheart's previously mentioned agents to give consent to any and all such diagnosis, treatment, or hospital care which the medical professional in the exercise of his/her best judgment may deem advisable. I further agree to hold Greenheart, its staff, and representatives, harmless for their actions relating to my treatment.

4.0 Early Dismissal of the Event

- 4.1 Greenheart reserves the right to dismiss the Attendee (and/or Guest) from event activities if his or her mental or physical health hinders participation in the event, if he or she demonstrates an inability or unwillingness to interact productively and/or amicably, or if there is other evidence that he or she is not capable of, or is unwilling to, participate fully in a cross—cultural environment.
- 4.2 Greenheart also reserves the right to dismiss an Attendee from the event if it is found that they have misrepresented themselves or provided false information in their event registration.
- 4.3 The Attendee will not receive a refund if dismissed from the event prematurely for any reason. The Attendee is responsible for all expenses related to their early dismissal.
- 4.4 The Attendee must accept that perceived or actual epidemics (such as, but not limited to, SARS, flu, or natural disasters) can delay, disrupt, interrupt, or cancel the event and agree to assume all risks of any problems that could result from such occurrences.

5.0 Confidentiality

- 5.1 Any personal information provided to Greenheart, such as contact information, age, and any financial information obtained, is intended for registration and booking purposes. Greenheart will only share this information with Contracting Partner Agencies to assist in any travel arrangements associated with the event, if applicable.
- 5.2 If Greenheart has a mobile event app or other logistic communication platform, the Attendee may opt out of their name or profile being shared.

6.0 Payment and Cancellation Policies

- **6.1** All payments are listed in U.S. Dollars (USD) and will be charged in USD, unless otherwise stated.
- **6.2** Unless otherwise indicated, event cost does not cover personal expenses, airfare, daily transportation costs, visa fees, passport fees, routine medical examinations, vaccinations, insurance, medical costs, excursions/activity fees, or the expenses incurred because of early dismissal of the event.
- 6.3 All event fees and expenses are due before the event start date and by the deadline assigned. Non-receipt of payment by the due date can result in automatic withdrawal from the event.
- 6.4 I understand that once my event trip has begun, no refunds will be granted regardless of the length of time remaining for the scheduled event or the reason for departure.
- **6.5** Greenheart understands that unforeseen circumstances may prevent the Attendee from partaking in travel and/or participating in the intended event. Attendees must notify Greenheart of their cancellation in writing at the earliest

change of circumstance.

Cancellation and refund eligibility will be determined according to the deadlines outlined in the registration for each specific event. Many event-related expenses, including airfare, accommodation, and operational costs, are non-refundable once paid. As such, no refunds will be given for any expenses once Greenheart has paid for an item on behalf of the attendee. Attendees are responsible for any unrecoverable costs, including non-refundable flights, if they cancel or withdraw after committing to attend. No refunds will be issued for individual changes such as alternate travel arrangements, price differences, or ineligibility of a guest. All cancellations must be submitted in writing and will be assessed based on the terms provided in the applicable event registration.

7.0 Liability Agreement

- 7.1 I, and my successors and heirs, agree to waive and release Greenheart, its officers, directors, employees, and agents from any and all claims, damages, and/or costs of whatever kind, whether legal or equitable and whether based on contract, tort, strict liability, or otherwise, that I may have now or in the future that may arise out of or that are related in any way to my participation in the Greenheart event, including without limitation, any lost, stolen, or damaged property, financial, or economic loss associated with my travel to or from the event location, or premature repatriation, and/or any bodily injuries to myself or third parties. In no event shall Greenheart be liable for indirect, consequential, special, exemplary, or punitive damages or penalties of any nature arising out of or related to claims of breach of any term of this Agreement, breach of warranty, expressed or implied, or negligence.
- 7.2 I agree to indemnify, defend, and hold harmless Greenheart, its affiliates, officers, employees, representatives and agents from and against any claims, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, resulting from my breach of any of the provisions of this Agreement, or from any act, omission, error, or negligence by me during my participation in the event.

8.0 Force Majeure

In signing this Agreement, I thereby acknowledge, understand, and accept that certain unforeseeable circumstances beyond Greenheart's right or ability to control and/or prevent may result without notice in the delay, disruption, and/or termination of program, the cancellation or suspension of planned activities within such programs, and/or otherwise render Greenheart's reasonable and good faith performance of its contractual obligations impractical and/or impossible to carry out. Examples of such circumstances include, but are not limited, to: (1) acts of God, such as severe acts of nature or weather events including, but not limited to, floods, fires, earthquakes, hurricanes, tornadoes, explosions, and similar acts and/or events; (2) war, acts of civil or military authority, national emergencies, insurrection, riots, and/or acts of terrorism; (3) epidemics, pandemics, and/or similar widespread public health phenomena; (4) strikes, labor disputes, and/or work stoppages; (5) acts or events that disrupt channels of communication and/or power supply; and/or (6) any other acts, events, or circumstances not within Greenheart's reasonable right or ability to control and/or prevent that would render Greenheart's reasonable and good faith performance of its contractual obligations impractical and/or impossible. We appreciate and accept the risk that in the event a program or element thereof is disrupted due to unforeseeable circumstances beyond Greenheart's reasonable right or ability to control and/or prevent, we may be requested and/or required for the attendee to return to our home country early at our own expense. We agree to review all Greenheart event disruption and cancellation policies prior to agreeing to participate in any Greenheart event. We further agree to renounce any and all legal claims against Greenheart and/or its representatives that may arise from the occurrence of unforeseeable circumstances beyond Greenheart's reasonable right or ability to control and/or prevent, including, but not limited to, claims for the costs of repatriation, loss of income, unanticipated expenses, event refunds, ground transportation costs, etc.

9.0 Greenheart Standards of Respect

Greenheart is committed to cultivating and institutionalizing a culture of inclusion that encourages collaboration, flexibility, accountability, and fairness to enable individuals to contribute to their full potential. We believe our representatives and participants are responsible for treating others with dignity and respect and for showing conduct reflecting inclusion in their interactions with others involved with Greenheart and their local communities. Greenheart expects all participants, hosts (e.g., host families, host schools, host organizations), local coordinators, and partners to be respectful of other races, religions, nationalities, cultures, sexual orientations, and sexual identities. We do not tolerate comments, jokes, or behaviors that degrade, or disrespect individuals or groups involved with our programs.

10.0 Acknowledgement & Signature of All Terms & Conditions

By signing below (or by clicking agreement on event registration site), I confirm that I have read and agree to abide by the conditions above (either stated or implied). I understand that failure to comply with these rules may result in dismissal or cancellation of event attendance without refund and at my own expense. I agree to all the above policies, including the payment and cancellation policies, and any such acknowledgment of policies as indicated on the event registration.