Below please find the Participation Terms and Conditions document, which all delegates participating in the program are required to sign and submit. These Terms and Conditions apply solely to delegates.

**CHINESE BRIDGE FOR AMERICAN SCHOOLS: A New Development**

**PARTICIPATION TERMS AND CONDITIONS, RELEASE, AND WAIVER**

You have agreed to participate in the Chinese Bridge for American Schools: A New Development (“Delegation”) organized by Hanban/ Confucius Institute Headquarters (“Hanban”), in China. In consideration of being permitted to participate in the Delegation, you acknowledge and agree to the following:

1) Prior to your travel to China to participate in the Delegation, you agree to:

   (a) Review the U.S. State Department information concerning travel to and around China (available at http://travel.state.gov/travel/cis_pa_tw/cis/cis_1089.html), and become familiar with the risks and dangers of travel to and around China (including, but not limited to, the risks to your own health and personal safety posed by such travel);

   (b) Independently obtain a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses you sustain or experience during your participation in the Delegation, including (but not limited to) medical evacuation from China;

   (c) Consult a medical practitioner to ensure that:

      i. you have no medical conditions that would prevent international travel;

      ii. Your vaccinations and immunizations are up to date; and

      iii. You are mentally and physically capable of engaging in strenuous activity overseas (including, but not limited to, walking long distances, climbing stairs, carrying luggage and/or backpacks, lengthy bus and van trips, and withstanding outdoor climate conditions).
(d) Not participate in the Delegation if your medical practitioner advises that participation presents a direct threat to your health and safety, or the health and safety of others;

(e) Report to the Confucius Institute or Hanban at least thirty (30) days prior to your departure for China, any physical or mental condition you have which may require special medical attention or accommodation during your participation in the Delegation (it being understood that such notice does not obligate the Confucius Institute or Hanban to provide such attention or accommodation); and

(f) Obtain all necessary approvals from your employer or school district to participate in the Delegation, ensure that your participation does not present a conflict of interest or a violation of your fiduciary or ethical duties to your employer or to any state or local government or third party, and confirm that your participation in the Delegation is consistent with all applicable laws, regulations, codes, and standards of your employer (including, but not limited to, applicable rules and standards pertaining to monetary and non-monetary gifts or benefits).

2) During your participation in the Delegation, you agree to:

(a) Comply with the rules, instructions, and guidelines issued or communicated by Delegation officials or representatives regarding personal and professional conduct, safety and security, and operational procedures;

(b) Comply with all applicable laws and regulations, including (but not limited to) laws pertaining to immigration, customs, and entry/exit of foreigners;

(c) Not engage in any unlawful or potentially dangerous activities;

(d) Treat everyone with dignity and civility, and not engage in any form of discrimination, harassment, or other inappropriate conduct toward others;

(e) Conduct yourself in a courteous, professional, and businesslike manner; and
(f) Permit Delegation officials or representatives to photograph, videotape, and interview you in connection with Delegation activities and you hereby consent to the Hanban’s use of your name and any photographs, videotape, and/or interviews of you.

3) You understand and agree that the Hanban:

(a) Reserves the right to make changes to the travel itinerary (including departure/return dates) at any time and for any reason, with or without notice, and the Hanban shall not be responsible for transportation carrier penalties, re-booking fees, fare changes, missed carrier connections, dishonors of hotel, airline, or vehicle reservations, or for any loss whatsoever to you by reason of any such change to the travel itinerary (including, but not limited to, any other travel arrangements affected by such changes);

(b) Has no responsibility for any costs and expenses that you incur during any of your pre-Delegation stay in China or post-Delegation extension of your stay in China for personal or other reasons;

(c) Has no responsibility for your costs and expenses if you depart early from the Delegation;

(d) Has no responsibility or liability to you, in whole or in part, for:

i. sickness, disease, or injuries sustained by you in connection with your travel and participation in the Delegation, or for medical treatment and/or furnishing special medical attention or accommodation while in China, or for any expenses you may incur for the purposes of obtaining insurance or obtaining treatment for injuries and illnesses you sustain in connection with your participation in the Delegation;

ii. Any loss whatsoever to you by reason of weather, strikes, acts of God, war, quarantine, civil unrest, public health risks, terrorism, and criminal activity within China and in transit to/from China (including, but not limited to, theft, vandalism, and fraud);

iii. Any loss of your baggage and personal property, which you agree is transported at your own
risk;

iv. Your failure to hold a valid passport, or your denial of entry/exit in China;

v. Your personal costs associated with your presence in China (including, but not limited to, your personal telephone costs and other costs that the Hanban has not agreed in writing to cover); and

vi. Cancellation of the Delegation prior to departure or early termination of the Delegation after departure.

4) Hanban, in its sole discretion, reserves the right to decline to accept or retain you in the Delegation at any time should your actions or behavior impede the operation of the Delegation or the rights or welfare of any person. Similarly, if your conduct violates any policy or procedure of the Delegation, or any applicable law or regulation, you may be required to leave the Delegation in the sole discretion of Delegation officials or representatives.

5) You, individually, and on behalf of your heirs, successors, assigns, and personal representatives, hereby release and forever discharge the Hanban, and each of the Hanban’s divisions, affiliates, or subsidiaries, and each or any officer, director, trustee, employee, or agent of any of the foregoing, and their respective successors and assigns, from and against claims, demands, actions, liabilities, injuries, expenses, and damages (including attorneys’ fees and litigation costs, and direct, indirect, incidental, consequential, or special or exemplary damages) resulting from, arising out of, or related to, your participation in the Delegation, or any related or independent travel or activities, whether or not caused by the actions or omissions of the Hanban.

6) You, individually, and on behalf of your heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the Hanban and each of the Hanban’s divisions, affiliates, or subsidiaries, and each or any officer, director, trustee, employee, or agent of any of the foregoing, and their respective successors and assigns, from and against third party claims, demands, actions, liabilities, injuries, expenses, and damages (including attorneys’ fees and litigation costs,
and direct, indirect, incidental, consequential, or special or exemplary damages) resulting from, arising out of, or related to, your participation in the Delegation, or any related or independent travel or activities.

7) You agree that this document is to be construed under the laws of the People’s Republic of China, and that if any portion hereof is held invalid, the balance hereof shall continue in full force and effect. In signing this document you hereby acknowledge that you have read this entire document, that you understand its terms, and that you are bound by its terms.

Signature: ______________________________________

Print Name: ______________________________________

Date: ______________________________________