

Shanghai Sonatas Foundation – TRAVEL PROGRAMS

AGREEMENT AND GENERAL RELEASE

WHEREAS, the Shanghai Sonatas Foundation (the “Foundation”) offers a special trip in the People’s Republic of China (the “Host Country”) in October of 2025 (month, year) to qualified participants (the “Trip”); and

WHEREAS, I, _____ (the “Participant”), wish to participate in the Trip, and

WHEREAS, the Foundation is permitting me to participate in the Trip,

NOW, THEREFORE, in consideration for being able to participate in the Trip and the covenants set forth herein, I agree as follows:

1. **Participation in the Trip and Cancellation.** I have been provided access to information from the Foundation regarding the Trip including but not limited to, eligibility requirements, costs, application procedures, travel, itinerary, logistics, and terms of cancellation, as applicable. By signing this Agreement and General Release, I acknowledge that I have reviewed all pertinent materials regarding the Trip and agree to abide by all their terms and conditions. I also acknowledge that my participation in the Trip is voluntary.

All cancellations by Participant(s) must be submitted in writing (email accepted) to the Foundation. The following cancellation fees apply

Prior to May 15, 2025:	No penalty; deposit refunded in full
May 15 - June 18, 2025:	\$1,000
June 19 - August 15, 2025:	80% of Trip cost
After August 15:	100% of Trip cost

2. **Risks of International and Domestic Travel.** I understand that participation in the Trip may involve risks different from those encountered in my home country including, but not limited to, risks

- involved in traveling to and within one or more foreign countries;
- posed by different political, legal, social, and economic conditions and behavioral standards;
- raised by differing standards of design, safety and maintenance of structures, public places and conveyances and utility infrastructure and systems;
- created by limited availability of police and medical assistance and standards of health care that vary from those found in my home country.

I acknowledge that, while the Foundation has provided me with some information about the areas in which I may travel and conditions I may encounter, it cannot anticipate the nature and extent of these risks, any of which or others may involve damage to my person or property. I have made my own investigation of the areas to which I may travel, including review of any applicable information on the webpage of the United States Department of State (travel.state.gov) and the Center for Disease Control (www.cdc.gov). I acknowledge and accept these risks and have not relied upon the Foundation in order to inform myself about them.

3. **Independent Activity.** I understand that neither the Foundation nor any Foundation directors, board members, employees, representative or affiliate is responsible for any injury or loss I may suffer when

I am traveling independently or am otherwise separated or absent from any Foundation supervised activity, even if a faculty member or other Foundation representative organizes or accompanies me in any independent activity or travel that is not sponsored by or affiliated with the Foundation. I acknowledge and understand that in the event I become detached from the Trip group, fail to meet a departing bus, airplane, train, or other conveyance, or become sick or injured, I will bear all responsibility to seek out, contact and reach the Trip group at its next destination and bear all costs associated therewith. I acknowledge and understand that there are risks associated with operating a motor vehicle while participating in the Trip and that the Foundation assumes no liability whatsoever for any death, injury, damage, loss, accident or delay resulting from the Participant's operation of a motor vehicle.

4. **Health and Safety Needs.**

4.1. I am aware of applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Trip, including costs of medical transportation back to my home country if necessary. I understand that the Foundation is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility, therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during my participation in the Trip, the Foundation is not responsible for the cost or quality of such treatment or care. I understand that the Foundation does not have medical personnel available on the Trip, in the Host Country or during transportation anywhere in or about the Host Country. The Foundation is hereby granted permission to authorize emergency medical treatment if necessary, and I understand that the Foundation assumes no responsibility for injury or damage which might arise out of or in connection with such treatment, including the Foundation's selection of responding healthcare personnel. I have had an opportunity to consult with a doctor with regard to my personal medical needs and certify that there are no health-related reasons or problems that preclude, restrict or recommend against my participation in the Trip.

4.2. The Foundation expressly retains the right to decline, to not accept or to not retain any person as a member of this Trip who, in the opinion of the Foundation, is unfit for travel or whose physical or mental condition may constitute a danger to themselves or to others on the trip. I will provide to the Foundation in writing prior to the Trip a written description of any pre-existing medical conditions which may impact my ability to travel, participate in a tour, travel to remote areas without access to medical facilities or may adversely affect the experience of others on the Trip, and the Foundation shall have no liability in respect thereof. If required, I will complete a medical form to advise the Foundation of certain medical conditions, mobility issues or medications during the pre-booking process. If I require special assistance, including without limitation permanent or periodic use of a wheelchair, I will make arrangements to be accompanied by someone who is fit and able to assist me, and who will be totally responsible for providing all required assistance. The Foundation regrets that some itineraries cannot accommodate wheelchairs.

4.3 I will disclose any special requirements in writing to the Foundation at the time of application. The Foundation will use reasonable efforts to accommodate special requirements or requests, but I understand that this is not always possible given the nature of the destinations visited and availability of options outside of a planned itinerary. I understand that certain activities may be inaccessible to me if my mobility is limited in any way. I will disclose all food allergies and dietary restrictions to the Foundation at the time of application, but I understand that the Foundation cannot guarantee that dietary needs or restrictions can be accommodated. The Foundation has been experienced in accommodating such special requests or requirements, and will continue to try to do so, but is not obligated to make accommodations for such special requests or requirements and is not liable for any failure to accommodate or fulfill such requests.

4.4 I agree that my ability to participate in the Trip, and my physical or mental condition and fitness for travel, may be determined by the Foundation Faculty Director. The Foundation, along with the Faculty Director, reserves the right to remove participants from the Trip if they are behaving in an inappropriate manner. This includes, but is not limited to, using abusive, threatening, or offensive language toward others, harassment, possession of illegal substances/items, or any other illegal or offensive conduct.

4.5 The Foundation and its representatives may, but are not obligated to, take any action they consider to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release the Foundation from any liability for any such actions.

5. **Privacy Rights.** I understand that the Foundation must collect and share my personal information to deliver the Trip. The Foundation collects, uses and discloses only that information reasonably required to enable the Foundation and its Third Party Suppliers to provide the Trip. I waive any claim against the Foundation and its Third Party Suppliers based on or related to such use and disclosure of my personal information. I hereby authorize the Foundation to contact the Contact Person identified in my application to the Trip or any other individual(s) who, after a good faith attempt to reach the Contact Person, the Foundation chooses to contact regarding any issue related to my participation in the Trip. If I have NOT named an official Contact Person on an application, I do so here:

Name: _____ Email: _____

Daytime phone: _____ Evening phone: _____

6. **Trip Changes and Flexibility.**

6.1 I acknowledge that the nature of travel requires flexibility and that I agree to reasonable alterations to products, services or itineraries by the Foundation. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of the Foundation (including but not limited to Force Majeure (as defined herein), illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). I understand that no reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of the Foundation, including my removal from the Trip because of my negligence or breach of this Agreement.

6.2 While material revisions of the itinerary of the Trip or its included features are not anticipated, the Foundation may modify the Trip itinerary where reasonably required in its sole discretion. Once the Trip has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational or political concerns, or concerns for my health, safety, enjoyment or comfort. Any changes are at the discretion of the Foundation. The Foundation will not be liable for any indirect and/or consequential losses associated with any changes to the Trip. I acknowledge that I am responsible for ensuring that information provided to the Foundation is accurate and up to date. Any changes to my name on any booking are subject to the Foundation's approval. Any changes to a booking depend on availability and are subject to the Foundation's approval and this Agreement. Cancellation of any tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms.

7. **Travel and Accommodations.**

7.1. The Foundation will not be liable in any way for any loss or damages, including without limitation any death, bodily injury (including emotional distress or injury), illness, damage, delay

or other loss or detriment to person or property, or financial costs or expenses, directly or indirectly, to the extent caused by Act of God, war or war-like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, or political disturbance, howsoever and wheresoever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather, significant risks to human health such as the outbreak of serious disease including any mutation or variation of, and the ongoing effects of, COVID-19 or SARs-COV2, or any other pandemic or epidemic, or any other cause whatsoever beyond the reasonable control of the Foundation or any Third Party Supplier (as defined below), whether or not foreseeable, which would make it dangerous or not viable for the Trip to commence or continue, any and all of which, individually and collectively, constitute "Force Majeure". I acknowledge and agree to accept all responsibility for loss or additional expenses due to Force Majeure.

7.2. During the period of COVID-19 or any other pandemic or epidemic or contagion, I will refrain from joining the Trip if I am feeling unwell, exhibit fever or other symptoms of contagious disease, or have been in contact with a person exhibiting symptoms of contagious disease within 14 days of Trip departure. If cancellation is necessary due to COVID infection or other illness, the cancellation fee schedule herein will apply. TRIP INSURANCE WITH A CANCELLATION POLICY IS REQUIRED TO PURCHASE AT TIME OF APPLICATION.

7.3 I acknowledge and understand that the Foundation assumes no liability whatsoever for any loss, damage, destruction, theft, confiscation or the like to my luggage or personal belongings.

7.4. The Foundation may make arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide some or all of the components of the Trip. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although the Foundation takes all reasonable care in selecting Third Party Suppliers, the Foundation does not own or operate any Third Party Suppliers, is unable to control Third Party Suppliers, and does not legally supervise Third Party Suppliers. All such persons or entities are independent contractors. As a result, the Foundation is not liable for any negligence or willful act of any such person or entity or any third person. In addition, and without limitation, the Foundation is not responsible for any delays, delayed departure or arrival, missed carrier connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature howsoever caused in connection with any accommodations, transportation or other services or for any substitution of hotels or of common carrier equipment, with or without notice, or for any additional expenses occasioned thereby.

7.5 Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. I acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate, and the Foundation does not warrant that any Third Party Supplier is in compliance with the laws of my country of residence or any other jurisdiction. The Foundation is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, or any other matter resulting from the act or omission of any party other than the Foundation and its employees. I acknowledge and understand that the Foundation is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

7.6 The Foundation is not responsible for any fees I incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information I have provided during the Trip and visa application process.

7.7 The following are not included in the program prices or fees quoted by the Foundation: Fees for U.S. passports; personal gratuities; laundry and dry cleaning; wines, liquors, mineral waters and meals not mentioned in the itinerary; all items of a strictly personal nature.

7.8 Baggage restrictions vary according to the airline policy and the class of service flown. Details will be provided with pre-departure information. Baggage allowances are subject to change by the carrier without notice. Excess baggage charges for additional or oversized/overweight pieces are expensive and not included in the Trip price; I will plan my wardrobe accordingly.

7.9 I understand that it is my responsibility to obtain and to have in my possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. I will ensure that my passport is valid six (6) months after the last date of travel with the Foundation as set out on my itinerary. I accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Trip, and I am solely responsible for the full amount of costs incurred as a result of missing or defective documentation, and the Foundation shall have no liability in respect thereof.

8. **Standards of Conduct.**

8.1 I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I understand that behavior, which violates those laws or standards, could harm the Foundation's relations with those countries and the institutions therein, as well as my own well-being. I will become familiar with, and will abide by, all such laws and standards for each country to or through which I will travel during my participation in the Trip.

8.2 If my actions violate local or national laws or rules of the Foundation or other host institution or Host Country or are judged by the Foundation to be damaging to its Trip or reputation, I acknowledge that the Foundation has the right to terminate my participation in the Trip. In such event, I consent to being sent home at my own expense with no refund of trip cost or fees, and I understand that I may be subject legal action in the Host Country and/or upon my return to the United States.

8.3 I will be responsible for and attend to any legal problems I encounter with any foreign nationals or government of the Host Country or any country to or through which I travel during my participation in the Trip. The Foundation is not responsible for providing assistance under such circumstances.

8.4 I understand that there are added risks involved with traveling abroad due to COVID-19. These added risks may include health concerns (up to and including death) or financial concerns (quarantine, flight changes, travel restrictions, non-refundable payments etc.). I also understand that there may be COVID-19 testing, quarantine and/or vaccination requirements imposed by other countries and/or cities as part of my travel. I accept full responsibility for these risks and

requirements and agree to abide by all applicable COVID-19 related laws, policies, regulations, and requirements.

9. **Assumption of Risk and Release of Claims.** Knowing the risks identified above, and in consideration of being permitted to participate in the Trip, I hereby, in addition to the releases stated in the above paragraphs, for myself, my heirs, executors, administrators, and assigns, waive, release, covenant not to sue and forever discharge the Foundation and each and any of its faculty, employees, directors, agents, servants and employees of and from any and all manner of action or actions, causes or causes of action which I have or may acquire by reason of injury or death, damage, liability, risk or harm to person, or property while participating in the Trip or arising out of or in connection with my participation in the Trip. Further, I agree to defend, indemnify and hold harmless the Foundation from any and all claims, demands and/or causes of action arising out of my own actions while participating in the Trip.

10. **Photo, Video, and Audio Recordings.** I understand that photographs and/or video or audio recordings may be taken of me in connection with my participation in this Trip. I hereby grant the Foundation the right to use, reproduce, copy, publish, or distribute any and all such images and audio for the purpose of publicizing Foundation programs or for any lawful purpose. Further, I agree to hold harmless and release and forever discharge the Foundation and its faculty, employees, directors, agents, employees, and representatives from all claims, demands, and causes of action which my heirs, representatives, executors, administrators, or any other persons acting on my behalf have or may have, including those relating to copyright ownership, publication, privacy and publicity, and any claim for compensation related to the use of any such materials.

11. **Governing Law; Venue and Jurisdiction; Severability.** I agree that this Agreement and General Release shall be construed in accordance with the laws of the State of Delaware, which shall be the forum for any lawsuits filed under or in connection with this Agreement and General Release or the Trip. I agree to submit myself to the jurisdiction of Delaware Courts if joined in any such lawsuit. The invalidity or unenforceability of any provision of this Agreement and General Release shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. **Age of Participant.** I am at least eighteen (18) years of age and fully competent to sign this Agreement and General Release. *Note – if the Participant is not yet eighteen, see required statement of parent or guardian below.*

AS A CONDITION OF AND BY ACCEPTANCE OF MY RESERVATION, I AGREE AS FOLLOWS: I have read, I understand, and I agree to this Agreement in respect of my participation in the Trip. I recognize and accept any risk associated with the Trip and the conditions, including the Cancellation policy, set forth herein. I acknowledge that there are many risks and uncertainties inherent in any travel, including, but not limited to weather, flooding, high/low water levels, acts or omissions of foreign governments, terrorism, war or insurrection, theft, illness, widespread communicable disease outbreak (e.g., COVID-19, SARS, etc.) or other public health emergency event, whether or not declared by local, State or Federal government order to be an epidemic, pandemic, public emergency or similar, quarantines, bites from or attacks by animals, insects, or pests, and damage to person or property due to the negligent acts or omissions of tour staff or others. The Foundation makes no warranties and representations in respect of the Trip and related services, whether implied by operation of law or otherwise, all of which are disclaimed. In consideration of, and as part payment for, the right to participate in the Trip, I hereby agree that the Foundation shall not be liable in any way for any loss or damages, including any incidental or consequential loss, directly or indirectly, arising from the Trip and related services, even if caused by the negligent actions or omissions the Trip staff or other related persons or entities, other than to the extent such conduct is finally determined by a court of competent jurisdiction to be grossly and willfully negligent or fraudulent. This

Agreement represents the entire agreement of the parties, and the Foundation shall not be bound by any other agreement or modification unless set forth in a writing signed by an officer of the Foundation.

**THIS IS A RELEASE OF LEGAL RIGHTS
READ AND UNDERSTAND BEFORE SIGNING**

Signature of Participant: _____

Print Name: _____ Date: _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the above Participant. I have read and understand the foregoing Agreement and General Release (including such parts as may subject me to personal financial responsibility). I am and will be legally responsible for the obligations and acts of the Participant as described in the Agreement and General Release. I agree, for myself and for the Participant, to be bound by its terms.

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____