

2015 STRIVE-Peru College Intern Program Service Contract

TERMS AND CONDITIONS

This Agreement (the “Agreement”) is entered by and between Strive Trips, Inc., a corporation organized under the laws of the State of New York (“STRIVE”, “we”, “us” or “our”) and intern,

_____, residing at
(full name)
_____, over the time period
(address) (city) (state) (zip) (country)
_____ until _____.
(Date for beginning internship – June 15, 2015 or otherwise negotiated) (Date for terminating internship – July 17, 2015 or otherwise negotiated)

By signing and agreeing to the terms of this contract, intern is agreeing to be bound by the terms and conditions of this Agreement.

- Definitions.** As used in this Agreement “Intern” refers to the signee of this document and participant of the STRIVE Program; and “Activities” means all the program activities including, but not limited to, all sporting activities, all community service programs, and all traveling, hiking, boating and water activities.
- Authority to Enter into Agreement.** By signing and submitting this Agreement to STRIVE, the signee is representing and warranting that he or she is the Intern or the Intern’s parent or legal guardian. Signee further warrants that entering into this Agreement and/or enrolling the Intern in a STRIVE program does not violate the terms of a court order or a child custody settlement to which intern are a party. Intern agree that intern may legally enter into this Agreement without the consent of another parent and/or third party, and intern agree to indemnify STRIVE for any expenses or loss, including attorney fees, arising out of intern’s misstatement or legal action challenging intern’s authority to enter into this Agreement.
- Health Forms and Insurance.** Our health form must be completed in its entirety and signed by the intern as well as by a physician who has examined the Intern within 6 months prior to the start of the program. The health form must be received by STRIVE by June 1, 2015. **Acceptance into a program is contingent upon our approval after having the opportunity to review the relevant health information, as we, in our sole discretion determine. Failure to answer all questions accurately or the misrepresentation of the Intern’s current or past physical and/or emotional condition may necessitate the dismissal of the Intern, even after the program has commenced, at Intern’s expense. Note that STRIVE will not be responsible for any physical or emotional injuries suffered during the program that could have been avoided but for the misrepresentations or inaccuracies in the health information provided to STRIVE.** Misrepresentation, failure to fully disclose information, or failure to update STRIVE with new behavioral developments, physical injuries or other pertinent health form information prior to the program may result in dismissal or rescinding of acceptance (even before a program begins) without refund. All interns must be covered by medical insurance. In case of illness or injury, STRIVE will administer first aid and/or take the injured intern to medical services. Intern agree that the cost of these medical and related services, including expenses for both the intern and accompanying staff person will be borne by intern alone.
- Direction Required.** STRIVE expects a level of personal discipline and enthusiasm from its interns. Intern’s will be required to rise early on most mornings for training or travel and, at times, interns must be prepared to compromise their own needs for the common goals of the group. Interns must follow stated instructional directions and safety standards. Unsafe actions taken by any intern are grounds for dismissal at intern’s expense.
- Intern Fundraising.** We encourage each intern to raise a suggested amount of \$100 (or more) prior to the commencement of the program. These charity funds will be used for in-country service and community projects. Running shoes and clothes are also welcome, but are costly to import as they are likely to incur additional baggage fees on domestic flights. One hundred percent of all donations that interns bring to our program destination will go directly to the organizations with which interns volunteer.
- Transportation.** Transportation to and from the starting points of each session is intern’s logistical and financial responsibility. Intern must arrive and depart within the specific time frames established. If, for any reason, the Intern does not arrive or depart within these times, any additional costs incurred by STRIVE to ensure safe transportation for the Intern to/from the group will be borne entirely by intern. The starting point of STRIVE-Peru is Pisac, Peru. Intern’s transportation home is also the logistical and financial responsibility of intern from the end-point of the program. The end-point of STRIVE-Peru is Pisac, Peru.
- Flight Arrangements by STRIVE.** STRIVE is not responsible for making intern’s flight arrangements. Group leaders will not accompany interns on flights unless Intern arranges this on Intern’s own accord. Please note that no cancellation insurance will be purchased by STRIVE for airlines tickets. We strongly recommend that both flight and trip cancellation insurance be purchased for each intern. The identification and purchase of such insurance is entirely intern’s responsibility.
- Program Development and Changes.** Program development continues throughout the year, even after the program descriptions have been completed. As new opportunities arise or practical considerations require, the itinerary, destinations or other aspects of a trip may change. Intern will be informed about substantive changes before the program begins.
- Program Cancellation.** STRIVE reserves the right to cancel any program that does not enroll a minimum number of students, as STRIVE determines in STRIVE’s sole discretion. In the event of a program cancellation interns will be offered space in any other program that still has space available or, in the alternative, a full refund of all monies paid. In instances where STRIVE cancels a program for other reasons (e.g. political instability, health concerns) STRIVE will attempt to offer a close substitute to the cancelled program or, in the alternative, a full refund of all monies paid with the exception of deposits or costs incurred on intern’s behalf by STRIVE. In instances where STRIVE cancels a program for any reason, STRIVE will not be responsible for the reimbursement of costs incurred by interns, other than the STRIVE program fee itself. STRIVE will not be responsible for all other costs incurred by intern because of intern’s reliance and anticipation of the program. In the event that an already started program must be abruptly ended for reasons beyond our control there will be no program fee refund and any additional costs will be borne by intern.
- Authorization and Waiver.** Intern is aware that normal and usual athletic and sports related activities have certain inherent risks and may cause injury to interns. Nevertheless, intern gives permission and consent for intern’s participation in the Activities. Moreover, while STRIVE uses care in the selection of its group leaders, transportation companies, outfitters, facilities and services, and takes active steps to identify, analyze and manage risk to all interns and their personal property, our risk management efforts cannot remove all risk. Intern must understand the nature of our programs and accept the inherent risks involved in such activities. Intern also understands that as a volunteer, there is no workman’s compensation offered in the case of injury or death during the program.
- Emergencies.** In the event that intern and/or intern’s emergency contact cannot be reached, intern authorizes and directs any adult STRIVE group leader representing STRIVE to make emergency medical decisions for intern.
- Skills to Participate.** Intern warrants that Intern has the necessary skills and is able to participate in all reasonably anticipated aspects of the Activities. Intern represent that the nature of the Activities and travel has already been fully disclosed to intern, and any brochure, flyer or announcement relating to the Activities and travel is expressly made a part of intern’s authorization and waiver. Intern agree that intern have had the opportunity to communicate with STRIVE and to obtain information relating to the STRIVE program.

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13. **Grounds for Dismissal and Termination of Contract.** Intern must follow stated instructional directions and safety standards at all times while participating in the STRIVE program. Unsafe actions taken by intern are grounds for dismissal. Sexual activity of any kind or romantic relations of any kind between interns and interns, between interns and group leaders, between interns and students, possession or use of tobacco products, weapons, alcohol or any illegal or un-prescribed drugs are against STRIVE's rules, and each on its own constitutes grounds for dismissal from the program. At any point in the program, STRIVE reserves the right to dismiss intern if intern violates any of the Conditions for Participation, or if STRIVE, in STRIVE's sole discretion, determines that Intern has become an overall hindrance to the group process or the stated goals of the program. Likewise, STRIVE reserves the right to dismiss Intern if STRIVE determines that because of a medical problem intern is no longer able to effectively take part in the program.
14. **Dismissal.** If intern is dismissed or withdraws Intern will be required to leave program country within 48 hours of notice on intern's expense, without refund of any fees paid, including the event that STRIVE dismisses intern during the program for medical reasons. In the event of dismissal, accompaniment by a STRIVE leader of the flight(s) home will be impossible; STRIVE will not be responsible for accompanying Intern home in the event of Intern's dismissal.
15. **Program Fees.** The program fee balance is due by April 15, 2015. STRIVE will not continue to reserve the space of any intern whose balance is unpaid after this date. **If intern fail to make intern's final payment by April 15, 2015, intern's program will be subject to a \$250 surcharge.** Program fees cover all housing and a food stipend covering three meals per day during the dates of Intern's program. The fees DO NOT cover transportation costs to and from the starting or ending point of the program in Pisac, Peru, Activities, personal spending money, expenses for professional medical care, massages, or other physical therapy, overweight baggage fees on domestic flights taken by the group, or other personal needs. Interns are responsible for arranging transportation to Pisac, Peru; airport pick-up from Cusco, Peru can be arranged for a fee of \$50. 17.
16. **Passport requirements and late fee** – Due to the reservations which STRIVE must make on the students' behalf, each student is required to submit to STRIVE a scanned copy of the passport which will be used for travel (which may expire no earlier than 6 months after the end of the STRIVE program) no later than April 1, 2015. Failure to submit a passport scan by this date will result in an additional fee of \$200. This fee is due to the increasing cost of reservations made on students' behalf as the program dates draw near.
17. **Contingency Fee.** In addition to the program fee, each intern must place \$200 on account with STRIVE, as a contingency payment to cover the costs of any extraordinary or unexpected expenses incurred by a program intern (including, but not limited to, medical expenses, replacement of lost items, and expenses arising out of the dismissal of the intern). All unused contingency funds will be returned to intern by August 31, 2015. Although unlikely, factors beyond our control (e.g., currency fluctuations, excessive inflation, significant fuel price increases) may cause our program fees to fluctuate, and in such an event we reserve the right to increase the program fee and, if necessary, to draw from intern's contingency funds to account for such circumstance.
18. **Deposit and Program Fee Refunds.** There will be no program fee refunds, regardless of circumstance. This refund policy is based on our investment in the program. Costs are determined on a group basis, not per intern and most of our expenses cannot be recovered.
19. **Cancellation Insurance.** Trip cancellation insurance may be available through travel insurance providers and depending on the nature of the claim and the reason for intern's cancellation. Please note that we are not responsible for researching available policies; contact intern's insurance providers for more information.
20. **STRIVE Equipment.** STRIVE may provide equipment as required for group travel (e.g., first aid equipment, etc). The Intern is expected to care for any equipment provided. If the Intern damages or loses any equipment belonging to or subcontracted to STRIVE, the intern will be held responsible. STRIVE insurance does not cover the personal property and equipment of interns. Intern are encouraged to check with intern's insurance providers to ensure that intern's personal property and equipment are covered against loss, theft or damage.
21. **Right of Publicity Release.** Intern hereby grants to STRIVE, its agents, and others working for it or on its behalf and their respective licensees, successors and assigns, the non-exclusive right and permission to use, publish and distribute videos and pictures in which intern appears and/or Intern's full name, photos, videos, and creative writing for the publicity of STRIVE programs, documentaries and educational publications. Intern agrees that intern will have no claim to payments or royalties for such use or the right of approval with respect to such videos, pictures, and/or any other content.
22. **Indemnification.** Intern hereby indemnifies, release, hold harmless and forever discharge STRIVE and its staff, independent contractors, agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of any kind or nature, whether known or unknown, in law or in equity, that intern ever had or may have, arising from or in any way related to intern's participation in the STRIVE program and in any Activities conducted by STRIVE. Likewise, In consideration of services to be received, intern hereby release and forever discharge STRIVE, its successors, administrators, staff, independent contractors, and assign from any and all actions, cause of action, liability claims and demands upon or by reason of any damage, loss, injury or suffering known and unknown, which may be sustained by the Intern in connection with, and in course of, receiving sports training and techniques from the instructors, staff, independent contractors, officials, or employees of STRIVE, or any fellow interns in the connection therewith and within the course of participating in the program sports training. Intern hereby waives all of intern's rights to the claims, actions, cause of action, demand or suit of loss, injury, damage or suffering sustained as a result of anything other than gross negligence on the part of STRIVE. Intern and the Intern assume all the risks inherent and incident to this type of trip as a condition for applying for admission to this program.
23. **Continuity of Waiver and Indemnification.** This Agreement is binding upon intern, intern's heirs, executors, legal representatives, successors and assignees. The Agreement will continue in full force and effect even after the termination of the activities conducted by STRIVE.
24. **Governing Law.** This Agreement is governed by the laws of the State of New York and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.
25. **Entire Agreement.** This Agreement together with the program application, which is incorporated by reference into this Agreement, contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning STRIVE's programs. This Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.
26. **Arbitration.** Any claim or controversy that arises out of or relates to this Agreement or the alleged breach of it, and which cannot be settled by the parties, will be settled by submission to the nearest chapter of the American Arbitration Association or similar group for binding arbitration in accordance with its then current rules and procedures.

I am of lawful age and legally competent to sign this document; I understand the terms herein; and I have signed this document as my own free act and deed.

Name of Intern: _____

Signature/date: _____