

CLI Homestay Student Waiver

Assumption of Risks and Release of Liability

In order to take part in CLI's Homestay Program, you will be required to electronically agree to this document when completing CLI's Homestay Form (studycli.org/homestay). By agreeing to this waiver, you will waive certain legal rights, including the right to sue CLI and its host families. Please read the following information carefully.

Assumption of Risks

While attending the Chinese Language Institute (CLI), students may wish to participate in CLI's Homestay Program (hereinafter referred to as "the Homestay Program"). The Homestay Program is a voluntary program that seeks to provide accommodation and immersion opportunities for students by matching the student with a homestay family. Students are able to participate in the Homestay Program, however they must be aware that the Homestay Program is not without risks, dangers, hazards and liabilities to all participants. All persons taking part in the Homestay Program are required to accept these risks as their own.

As the participant, I acknowledge that I am aware that there are risks, dangers and hazards to which I may be exposed while participating in the Homestay Program, including but not limited to the following:

- Incompatibility with the host family or others in or visiting the host family's home;
- Theft, vandalism or loss of personal property;
- Exposure to illness and diseases;
- Interpersonal conflict; and
- Cultural differences

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of my participation in the Homestay Program, I agree to the following Terms and Conditions:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against CLI and its employees, agents, volunteers, host families, representatives, insurers and independent contractors (collectively, the "Releasees") as a result of, arising from, or in any manner connected to, the Homestay Program;
- 2. TO RELEASE AND FOREVER DISCHARGE FROM ALL LIABILITY (AND AGREE NOT TO SUE) THE RELEASEES of and from any and all claims, actions, causes of action, costs, expenses and liability for any loss, damage, illness, personal injury, property damage, or expense of any kind, foreseen or unforeseen, (collectively, the "Claims") that I might suffer, or that my family members or dependants may suffer as a result of my participation in the Homestay Program, due to any cause whatsoever, including, without limitation, that the same may have been caused by,

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contributed to or occasioned by any act or failure to act (including negligence) of any one or more of the Releasees;

- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for
 - a. any damage to the property of, or personal injury to, any third party;
 - b. any Claims advanced against any Releasee; and
 - c. any losses or damages sustained by any Releasee resulting from my participation in the Homestay Program.

Other Conditions

- 1. I understand that it is my responsibility to learn as much as possible about the risks of the Homestay Program and to weigh those risks against the advantages, and to decide whether to participate.
- 2. I understand that CLI accepts no responsibility for the suitability of the Homestay family nor the actions of the Homestay family members.
- 3. I understand that if I should choose to participate in the Homestay Program that I am responsible for my own well being during the Homestay Program and that I am physically and mentally capable of participating in the Homestay Program. I acknowledge that if I should choose to participate in the Homestay Program, I am participating in the Homestay Program willingly and voluntarily and I assume all risks associated with my participation in the Homestay Program and full responsibility for personal injury, accidents or illness (including death) and any related expenses. I also assume responsibility for damage to or loss of my personal property.
- 4. In executing this document, I am not relying upon any oral or written representations or statements of any nature or kind made by the Releasees or any of them. I am executing this document with my own free will.
- 5. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and personal representatives.

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