



[Please read carefully!]

PARENT(S)/GUARDIAN(S) CONSENT AGREEMENT & MEDICAL RELEASE- SKI-HIGH SCHOOL

(If trip participant is not 18 years old now).

This FORM MUST BE READ, SIGNED, & returned to GradCity.com in order to travel!

I/We give my/our permission to GRADCITY.COM's staff and/or available medical personnel to authorize emergency medical treatment to the undersigned trip participant in the event of an emergency. I/We certify that I/We am/are the parent(s)/legal guardian(s) of the trip participant identified below. In addition, there are no serious medical or health situations, to my knowledge, that would prevent participation in this trip. I/we will note any special medical related circumstances being managed directly by the participant which require no further assistance from GRADCITY.COM.

I/We have been advised by GRADCITY.COM and understand the legal drinking age in Canada is 19, however most clubs allow admission at 18 years old. I/We have been advised by GRADCITY.COM and understand the legal drinking age in the USA is 21. GCC does not condone the use of alcohol by those under the legal drinking age and in no way condones or encourages intoxication. I/We the parent/legal guardian understand that it is illegal for a minor to be in possession of, or under the influence of alcohol and/or any drugs. The participant will be removed from the trip without refund in such case. No refund will be issued for any unused portion of the trip. I/we understand that GRADCITY.COM will not tolerate any behavior deemed inappropriate by any vendors, trip participants, staff, or other participants during the set dates of the trip.

I/We have been advised by GRADCITY.COM and understand that GRADCITY.COM has hired staff to accompany trip participants to the destination. GRADCITY.COM's staff is provided for general assistance and informational purposes only. They are not chaperones or temporary guardians. I/We have read and understand this form, along with the Terms and Conditions set forth in the Trip Brochure and on the website for the specified tour destination. Without in any way limiting the applicability of the Terms and Conditions, I/We understand that by agreeing to the Terms and Conditions and this Form, I/We have agreed to limit GRADCITY.COM's liability for personal injury, property damage, and other harms to the trip participant identified below that may occur in connection with GRADCITY.COM's services. I/ We also understand that I/we have agreed to release GRADCITY.COM from certain liabilities as previously stated herein and in the terms and conditions. I/we have agreed to reimburse GRADCITY.COM for any emergency expenses that GRADCITY.COM may incur for the benefit of the trip participant. I/We have advised our trip participant of the above information and give our assurance that they understand the rules and consequences of their actions. I/We give my/our consent for the trip participant identified below to participate in the Tour. I/We agree to indemnify and hold harmless GRADCITY.COM, its subsidiaries and/or affiliates, its directors, officers, shareholders, employees, agents, and their assistants and representatives from any and all claims made under any theory of liability asserted at any time now or in the future by a minor or otherwise for whom I/we as the parent(s)/guardian(s) sign this release.

RESPONSIBILITY: I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER GRADCITY.COM NOR ITS OWNERS, EMPLOYEE, OFFICERS OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTORCOACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT GCC NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD GCC RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, GRADCITY.COM IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, ROAD CLOSURES, LOCK OUTS, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, THREAT OF TERRORISM, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF GRADCITY.COM, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET OUT AS EXHIBIT A.

ACKNOWLEDGMENT OF RISK: I/We understand and acknowledge that the travel in connection with and participation in the travel or Vacation Package ("Vacation Package" or "Trip") arranged at my/our request by GRADCITY.COM may involve risk and potential exposure to injury and possibly death. I/We specifically acknowledge and recognize the potential for injury and/or death which can result from the use of alcohol and/or illegal use of drugs during this trip. I/We also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of GRADCITY.COM or the negligence or participation of other participants, contractors and/or subcontractors to GRADCITY.COM. I/We also recognize and acknowledge that risks and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I/We fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during the Trip.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risk of the travels and related activities in which the participant is intending to engage, I/we confirm that the participant is physically and mentally capable of participating in the activity and that the participant will be mature and responsible in his/her behavior. The participant is willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I/we willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by the participant or caused by the participant, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of GRADCITY.COM. Activities may include but are not limited to skiing, snowboarding, snowmobiling, ice-skating, tubing, snowshoeing, etc. This trip is restricted to students over the age of 13 and under the age of 19 years of age. This is not a school or district sponsored event. I/We acknowledge that the participant is responsible for his/her belongings which include but are not limited to luggage, snowboard, ski, gear, lift tickets, passes, meal coupons at all times. GRADCITY.COM and any of its suppliers reserve the right to decline, accept, or retain any traveler at any time during the program.

RELEASE OF LIABILITY: In consideration of the services and arrangements provided by GRADCITY.COM, I/We, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify GRADCITY.COM, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and any activities conducted in conjunction therewith. I/WE SPECIFICALLY UNDERSTAND THAT I/WE ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF GRADCITY.COM.

EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES: Regardless of the situation or circumstances giving rise to a claim, I/We waive any right to seek consequential, punitive or exemplary damages against GRADCITY.COM, its owners, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever.



PARENT(S)/GUARDIAN(S) CONSENT AGREEMENT & MEDICAL RELEASE- Continued.....
(If trip participant is not 18 years old now).

This FORM MUST BE READ, SIGNED, & returned to the office in order to travel with GradCity.com on the designated trip. Without this completed form, CANCELLATION without refund will be issued & the participant will be DENIED Participation.

Return Original to: GradCity.com- 8 Essex Center Drive, Peabody, MA 01960 or FAX to: 978-336-5871

MEDICAL AUTHORIZATION: I hereby authorize any medical treatment reasonably necessary for any injury which the said participant may incur while participating in this Trip.

MEDICAL EXPENSES: I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.

SEVERABILITY: I agree that if any term set forth in this Exhibit A is found to be unenforceable, all other terms set forth in this Exhibit A are severable from the terms that are invalidated.

CONFLICT: In the event of any inconsistency or conflict between the terms of this Exhibit A and any terms or conditions otherwise applicable to the Trip, the terms of this Exhibit A shall prevail.

ARBITRATION

I agree that any dispute concerning, relating or referring to this Agreement, the brochure/flier/website/invoice or any other literature concerning my Trip, the Trip itself or any claim for damages due to injury or death which occurs on the Trip shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in an arbitration conducted in Atlanta, Georgia, U.S.A. Such proceedings will be governed by substantive Massachusetts law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. There will be judicial review of the arbitrator's decision if either side can show plain error in the application of law or be able to show an abuse of discretion with respect to factual findings. The Parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein.

WAIVER OF JURY TRIAL

IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

EXCLUSIVE GOVERNING LAW AND EXCLUSIVE JURISDICTION

IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, THIS AGREEMENT AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY RIGHT ARISING OUT OF, THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE NORTHERN DISTRICT OF THE COMMONWEALTH OF MASSACHUSETTS, COUNTY OF ESSEX, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF THE COMMONWEALTH OF MASSACHUSETTS, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

Special Circumstances to note: _____

Emergency Contact 1 : _____ (H) (____) _____ (W) (____) _____

Emergency Contact 2 : _____ (H) (____) _____ (W) (____) _____

Destination: _____

TRIP PARTICIPANT NAME (REQUIRED) _____ **DOB:** _____ **Trip Dates:** _____

Acct#: _____ **School/Group:** _____

Parent/Guardian 1 (Required if trip participant not 18 years old now)

Print Name: _____

Signature: _____ **Date:** ____/____/____

Parent/Guardian 2 (Required if trip participant is not 18 years old now)

Print Name: _____

Signature: _____ **Date:** ____/____/____

Address: _____