

## **INTERNATIONAL 4-H YOUTH EXCHANGE (IFYE)**

### ***PARTICIPANT AGREEMENT - INBOUND***

The undersigned participant (and their parents or legal guardian, if participant is under 18 years of age), (the "Participant") agrees:

1. The Participant will participate fully in the program arranged by the Montana State University Extension/4-H Center for Youth Development (hereafter MSU Extension/4H) and other participating states. All Participants will conduct themselves in an acceptable and proper manner at all times.
2. The Participant agrees to abide by the Code of Conduct for IFYE participants, the laws of Montana and other participating states and the USA. The Participant agrees to obey host families' household rules.
3. The Participant acknowledges that he/she has read and understands the Participant insurance information.
4. The Participant, in the event of emergency or other need, consents to the sponsoring host organization or its agent to select appropriate medical providers to administer and perform all appropriate medical and surgical treatments that may be required, including arrangement for anesthesia, medication, treatments, operations, tests, transfusions or injections that may be required.
5. The Participant agrees not to operate on a public highway, at any time, a motor or horse-driven vehicle of any kind unless: 1) he/she has the owner's consent, 2) the vehicle and passengers are covered by adequate insurance, and 3) the Participant has an appropriate international license. The Participant will not at any time operate aircraft or motorized water craft. Motorized farm equipment may NOT be operated by the Participant on a public highway connecting parts of one farm.
6. The Participant agrees not to purchase any vehicle or motorized mode of transportation of any kind and understands further that the purchase of any vehicle or motorized mode of transportation may cause his or her participation in the program to be terminated.
7. The Participant and respective heirs, successors, administrators, executors, and assignees, agree to indemnify and hold harmless MSU Extension/4H and other participating states against any claims, losses, expenses or payments resulting from any claims, liability, loss, or damage caused to or asserted against MSU Extension/4H and other participating states arising from any act or failure to act by the Participant.
9. MSU Extension/4H and other participating states shall have no liability to the Participant if the Participant voluntarily or otherwise withdraws or is dismissed from the program.
10. MSU Extension/4H and other participating states are not responsible for additional costs incurred when a participant changes airline tickets or other travel arrangements. If the participant cancels after airline tickets have been purchased or other travel arrangements have been made on behalf of the participant, the participant agrees to reimburse the Montana 4-H Foundation or other participating states for those costs.
11. The Participant acknowledges that MSU Extension/4H and other participating states select and screen host families. The Participant agrees to notify MSU Extension/4H and/or the coordinator of other participating states if the Participant believes a host family assignment is in any way improper or places the Participant in danger of physical harm.
12. If a dispute arises between the Participant, MSU Extension/4H and/or other participating states, the dispute shall be settled by binding arbitration to be held in Montana in accordance with the rules of the American Arbitration Association. The laws of the State of Montana shall govern the interpretation of this agreement and its performance.

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Montana State University System, Montana State University, the State of Montana, their officers, servants, agents, or employees or agents from other participating states (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action, whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, or otherwise related to my participation in this IFYE program. I am fully aware of risks and hazards connected with engaging and participation in the IFYE program. I hereby elect to voluntarily participate in the program knowing that there are risks associated with participation. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss of damage to property owned by me, as a result of my participation. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees that they may incur due to my participation in said activity. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse if any, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be considered in accordance with the laws of the State of Montana. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_\_.

**I agree to the terms listed in this document:**

**Participant Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Participant Printed Name:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Witness Printed Name:** \_\_\_\_\_

*If the Participant is less than 18 years old, the Participant's parents or legal guardian must agree to the following:*

**I agree to the terms listed in this document:**

**Parent Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Parent Printed Name:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Witness Printed Name:** \_\_\_\_\_