



Middlebury

TERMS AND CONDITIONS

By completing this form and submitting payment, you agree to the following:

Contract – This form is a contract between the program participant (“participant”) and the Middlebury Institute of International Studies at Monterey (“MIIS), a school of the President & Fellows of Middlebury College.

Confirmation – Upon receipt of your deposit, we will issue you a confirmation invoice. Your confirmed invoice is your confirmation of participation in the program.

Program Price – The price of the program is guaranteed after you have completed the application and paid your deposit and received a confirmation invoice from us. We reserve the right to increase or decrease the price of the program until such a time you receive a confirmation invoice.

Transfers – Up to 14 days before departure, you may transfer your spot in the program to another person of your choosing if you are unavoidably prevented from traveling.

Cancellation by Middlebury – If the minimum number of spaces required to sustain the program is not filled, then we reserve the right to cancel the program, giving you at least 60 days notice. You will receive a full refund, but no additional compensation.

Force Majeure – Middlebury shall not be liable for delay or failure to perform its obligations under this contract to the extent resulting from fire, flood, explosion, war, riot, strike, embargo, government requirement, civil or military authority, terrorist activity, act of God, act of the public enemy, delay in transportation, including act or omission of carriers, death or illness of key personnel, delays or failure to perform by subcontractors or similar causes beyond its control and without its fault or negligence. If a Force Majeure occurs and prevents Middlebury from performing its obligations, Middlebury shall give immediate notice to participants, stating the nature of the Force Majeure and any action being taken to avoid or minimize its effect. If the Force Majeure will prevent the program from being conducted as scheduled, Middlebury will use best commercial efforts to reschedule it. If Middlebury elects to cancel in lieu of rescheduling, any program fees previously paid by participants will be reimbursed.

Cancellation by Participant – Cancellation requests must be submitted to us in writing, and receipt acknowledged by us. As we incur costs from the time we confirm your application, the cancellation charges shown below will apply:

- 60 or more days before departure: Loss of deposit**
- 30-59 days before departure: -50% of program price**
- 15-29 days before departure: -75% of program price**
- 1-14 days before departure: -100% of program price**

Passports, Visas, and Insurance – It is your responsibility to have a valid passport and any necessary Visas as well as travel and medical insurance. Failure to do so does not relieve any of your obligations under this contract. In the event of a medical emergency, you will reimburse Middlebury for any costs we incur in taking care of you. We strongly recommend you purchase travel insurance covering full medical expenses, medical evacuation, travel delay, cancellation, and loss.

Property damage or loss – In the event you damage any property, full payment must be paid directly to the accommodation owner or supplier of services by yourself. In the event you lose any property from theft, Middlebury is not responsible or liable.

Governing Law – The validity and interpretation of this contract shall be governed by the laws of the State of Vermont, U.S.A., and any litigation involving the parties to this contract shall be brought within the State of Vermont. In entering into this contract, I am not relying on any oral or written representations or statements made by Middlebury with respect to the safety of Wine and Spanish Program Activities, other than what is set forth in this contract.

Indemnification – As a program participant, you, as well as your next of kin, heirs, executors, administrators, assigns and representatives, agree to indemnify, defend and hold harmless Middlebury, its officers, directors, employees, trustees, agents, representatives, program operators, contractors and organizers who provide or make available facilities, premises, amenities or services, from and against any and all damages, liabilities, expenses (including attorney's fees and costs), injuries (including death), and losses of every nature and kind (collectively, "Claims"), sustained or alleged to have been sustained in connection with or arising out of your use of the facilities or your presence on the premises and your participation in the program due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of Middlebury, and including the failure to safeguard or protect you from the risks, dangers and hazards of the Wine and Spanish Program Activities, even in the event that Middlebury is alleged or found to be partially negligent. However, participants shall not be obligated to so indemnify Middlebury in the event it is proven to be solely negligent.

Definition – In this contract, the term "Wine and Spanish Program Activities" shall include all activities, events, amenities, travel, food, beverage or services provided, arranged, organized, conducted, sponsored or authorized by Middlebury in relation to the Wine and Spanish Program and other such activities, events, and services in any way connected with or related to Middlebury.

Acknowledgment of Safety – I acknowledge that I am embarking on a wine tasting and educational program that involves the consumption of alcohol. I take full responsibility for my actions, safety, and welfare during the Wine and Spanish Program. I understand that I have a duty to exercise reasonable care for my own safety, including in the consumption of alcohol, and I agree to do so. I further understand that I will be a member of a group and that I will conduct myself in a way that does not endanger or aggrieve either myself or the group. I represent that I do not have and am not aware of any medical or physical condition(s) that would make it inadvisable for me to: i) participate in the Wine Program, ii) to consume alcohol, or iii) which would result in any injury or damage to me or others as a result of my consumption of alcohol. In case of a medical emergency, I authorize Middlebury, its employees, and its agents to secure appropriate medical treatment for me, which may include but not be limited to injections, anesthesia, surgery and hospitalization. I acknowledge that it is my responsibility to provide for my own accident and health coverage while participating in the Wine and Spanish Program. Middlebury does not provide for any accident or health coverage for any of its participants.

Assumption of Risks – I am aware that participation in Wine and Spanish Program Activities involves risks, dangers and hazards including, but not limited to: transportation to and from various locations, visiting and programming vineyards and operating wineries including areas that may not be normally open to the public and which may be actively engaged in the production and manufacturing of wine, visiting restaurants, hotels and other places including areas that may not be normally open to the public, the consumption of alcohol at many times throughout the Wine and Spanish Program, and the negligence of other participants or guides and negligence on the part of Middlebury, including the failure to safeguard or protect me from the risks, dangers, and hazards of Wine and Spanish Program activities.

Privacy – Information provided by you is used for the purpose of including you on the Wine Program and to provide you with Wine Program information by Middlebury. Signing this contract permits Middlebury or its assignees to independently verify information provided by you and to retain the information provided to be used in the event of any litigation associated with the provisions of these services

HAVING EXAMINED AND UNDERSTOOD THE ABOVE, I HEREBY CONSENT to participate in the Wine and Spanish Program and further agree to assume the risks in connection with traveling as a participant in the program. I understand that by signing this contract, I am waiving any right I (or anyone else on my behalf) might otherwise have to sue Middlebury for injuries or losses arising from my participation as a result traveling, consuming alcohol, or any actions in performing rescue or first aid, including claims for negligence on the part of MIIS, its agents or employees to the fullest extent allowed by law.