
CRCC ASIA GLOBAL PROGRAMS

PARTICIPATION AGREEMENT

Assumption of Risk, Waiver of Liability, Release and Indemnification

**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING BELOW.**

*If Participant is under 18 years old, a parent or legal guardian
must also read and sign this Agreement.*

This Participation Agreement (Assumption of Risk, Waiver of Liability, Release and Indemnification) ("Agreement") is entered into between CRCC Asia Limited, a company incorporated in Hong Kong with registered number 1289657 and having its registered office at Rooms 1318-20, 13/F Hollywood Plaza, 610 Nathan Road, Mongkok, Hong Kong ("CRCC", "We", or "Us"), and the individual whose name and address appear in the signature line below ("Participant", "You", or "Your").

BACKGROUND

This Agreement is intended to govern the relationship between CRCC and Participant with respect to Participant's participation in the international program offered by CRCC and noted below ("Program"). In consideration for being permitted to participate in the Program, CRCC requires that You carefully review the provisions of this Agreement. By signing this Agreement in the space provided below, You acknowledge and agree to the following:

AGREEMENT

1 The Purpose of CRCC Programs

CRCC Programs are an opportunity to gain work experience, training and/or professional skills in one of CRCC's program locations around the world. It is an investment in Your future and is not a holiday or tourist service. We ask that You manage Your expectations accordingly before embarking on one of Our programs. You confirm that You are committed to completing the Program and will do so to the best of Your abilities.

2 Application Process and Acceptance Fee; Nondiscrimination

In order to be accepted onto the Program, You must complete Our application process and be offered a place on the Program. Your place on the Program will be reserved once We receive an Acceptance Fee in the amount specified in your acceptance letter or Our initial invoice. We retain the right to reject any application We deem unsuitable for the Program, in Our sole discretion and at

any stage of the application process. We do not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, age, national origin, citizenship, disability, pregnancy, veteran status, or other any other legally protected characteristic, and We do not reject applications based on any of these criteria.

3 What's included in the Program?

Your Program includes the specific services set forth in the applicable program description and as selected by you in your application materials ("Services"). We undertake to provide You the Services, subject to the terms and conditions of this Agreement. We reserve the right to make reasonable changes and/or substitutions to the Services, based on local conditions and other factors, upon prior written notice to You. Services typically include the following:

- 3.1 ***Work Placement.*** We will arrange for an unpaid work placement ("Placement") with a company or non-profit organization ("Host Organization") in the location of Your Program. You accept that although CRCC endeavors to ensure a high quality of service and although We have reasonable procedures in place to assist You with any issues that may arise while on the Program, We have no control over the specific jobs and tasks given to You, or the type or amount of work given to You, by Your Host Organization during Your Placement.
- 3.2 ***Accommodation, Accommodation Deposit and Associated Amenities.*** Furnished accommodation will be provided to You in the Program location by Our third-party accommodation provider from the date that Your Program starts ("Program Start Date") until the date that Your Program ends ("Program End Date"). We will pay bills related to the third-party accommodation provider including, gas, electricity, water and internet up to but not exceeding a reasonable amount as determined by the third-party accommodation provider and confirmed as reasonable by Us. Upon arrival at the accommodation, a deposit will be paid by You to the accommodation provider (unless explicitly excluded as part of Your Program or explicitly excluded due to You being a participant on a customized university or other program). This deposit will be refunded to You by the accommodation provider provided that no damage, theft or other bills, fees, charges or expenses are outstanding upon checkout. We shall not be responsible for the decisions made by the accommodation provider as to any deductions made to Your accommodation deposit. You must check out of the accommodation on the Program End Date and You are responsible for the payment of any bills, fees, charges or other expenses due (beyond those deemed reasonable and paid by Us). For the avoidance of doubt, You shall be responsible for the payment of any

bills, fees, charges or other expenses that exceed the reasonable amount allocated to You by Our third-party accommodation provider.

- 3.3 **Contact Information for In-Country Support.** We will provide You with contact details of CRCC staff members situated in Your Program location.
- 3.4 **Airport Pick-Up.** We will provide You with transportation from the pre-agreed airport to the designated accommodation at pre-agreed times. Transportation of the Participant from the agreed airport in the Program location is only available at certain times on the Program Start Date and full details of this will be provided to You in Your welcome pack ("Welcome Pack"). If You require airport pick-up outside of the hours, dates and locations stipulated in Your Welcome Pack, not on the specified arrival day, or not in the specified airport, You will incur an additional reasonable charge.
- 3.5 **Additional Services.** We will provide You with a welcome meal and induction course during the first week of Your Program. We will provide You with social, cultural and business events where this is part of Your Program. We will provide you with language instruction where this is part of Your Program.

4 Notification of Placement

- 4.1 We will endeavor to inform You of your Placement with a Host Organization at least one (1) month before your Program Start Date. If a Placement notification is delayed, We will inform You in writing as to the reasons for the delay.
- 4.2 Prior to sending a Placement notification to You, if We arrange an interview with a Host Organization, we expect You to act professionally and complete the interview to the best of Your ability. If You complete an interview and are not accepted into the Host Organization, We will arrange another Placement. An invitation to interview with a Host Organization does not assure Placement within either the Host Organization or the sector.
- 4.3 We will ensure that Your Placement falls within Your pre-specified first three (3) sectors of Your choice. We do not guarantee a specific company, role, or sector, other than Your pre-specified sectors of choice.
- 4.4 If, for whatever reason, You do not accept the Placement, and it falls within Your first three (3) sectors of Your choice as indicated in your application materials, and You choose not to participate in the Program, We will give no refund of program fees or any other associated costs, and we will not be obliged to provide an alternative Placement.

5 Visas and Passports

- 5.1 We are not, and You shall not hold Us, responsible or liable for any damages or costs relating to the loss of or damage to Your passport or any other personal property at any part of the visa process, during the Program, during transit or during registration with authorities or other third parties.
- 5.2 It is Your responsibility to obtain the required visa for Your Program, unless you choose the option for CRCC assistance with visa processing as described below.
- 5.3 If Your visa is delayed or You do not receive Your visa before Your Program Start Date, We will not be responsible and You shall not hold Us responsible for any costs incurred by You, including but not limited to flight change fees.
- 5.4 It is Your responsibility to confirm whether or not the program fee applicable to your Program includes the fee required for Your visa application, as this differs among CRCC programs. In addition to visa and passport requirements, you are required to follow appropriate protocol, rules or requirements of the host country or Host Organization and adhere to any conditions imposed by your visa or any governmental authority.
- 5.5 If You choose to process Your own visa:
- 5.5.1 You must sign up for the Program in full at least twelve (12) weeks before Your Program Start Date, and You must inform Us in writing of the outcome of Your visa application at least four (4) weeks before Your Program Start Date.
- 5.5.2 We are not obligated to assist You with the visa process, nor to supply You with any documentation other than an invitation letter in support of the visa application.
- 5.5.3 If Your visa application is unsuccessful and You do not inform Us of the outcome of Your visa application at least four (4) weeks before the Program start date, You will not be able to participate in Your Program and We reserve the right to unilaterally cancel Your Placement and no refund of fees will be made.

6 CRCC Visa Services. CRCC offers assistance and support with visa processing, when specifically included in Your Program. If your Program includes visa assistance and support:

- 6.1 We will use all reasonable endeavors to assist You with Your application and best resolve the application to the mutual benefit of You and Us.

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- 6.2 **If You have enrolled with CRCC at least twelve (12) weeks prior to the Program Start Date** and Your Program includes visa assistance and support:
- 6.2.1 We will make all reasonable efforts to inform You of all relevant rules and regulations pertaining to Your visa application.
 - 6.2.2 You must make the requested visa processing documents available for visa processing at least ten (10) weeks before Your Program start date. These documents can include, but are not limited to, Your passport, a copy of Your passport with at least six (6) months validity, a copy or proof of academic enrollment at Your university or institution, a recent bank statement showing that You are able to financially support Yourself over the course of the Program.
 - 6.2.3 If You do not make Your documents available as requested within this ten (10) week timeframe and Your visa application is unsuccessful, no refund of fees will be made and We will not be liable for any costs You incur.
 - 6.2.4 In the event that Your visa application is unsuccessful and You have made Your documents available as instructed and have cooperated in the visa application process, We will refund the program fees.
 - 6.2.5 We accept no responsibility for any charges, fees or costs You incur throughout the visa application process. We will pay courier fees to send Your passport back to You but will only do so in the country where We are processing Your visa. You must cover any costs if You request that We send Your passport to another country outside of the country where We are processing Your visa.
- 6.3 **If You have enrolled with CRCC less than twelve (12) weeks prior to the Program Start Date** and Your Program includes visa assistance and support:
- 6.3.1 We will make all reasonable efforts to process Your visa before the Program Start Date.
 - 6.3.2 You must fully cooperate with Us in this visa application process and You must make any requested visa processing documents available in a timely manner.
 - 6.3.3 In the event that Your visa application is unsuccessful or there are any issues with the application, no refund of Program fees will be made and no reimbursement will be made for any other costs incurred by You.

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- 6.4 We cannot ensure to process Your visa in time for any personal or Program related travel plans that You have during a ten (10) week period prior to Your Program Start Date. You must inform Us of any travel plans You have or any other unavailability of Your passport during the ten (10) weeks prior to Your Program start date. We are not responsible, and You shall not hold Us responsible for any costs You incur prior to Your Program Start Date for costs including but not limited to express processing, postage, submission in person by Our staff, delay or cancellation of Program or personal travel plans, or travel to, from and between locations to pick up Your visa and/or passport.

7 General Notes on the Visa Application Process

- 7.1 If We are processing Your visa for You, You may be required to disclose certain information including but not limited to health conditions, details of relatives and siblings and more. We will only ever ask You questions that relate directly to Your visa application and we will use the information you provide solely for the purpose of visa processing. We require You to cooperate fully in the visa process and therefore require You to give timely and honest responses to such questions. We cannot be held responsible for any consequences relating to any of the questions asked or any of the answers given by You.
- 7.2 In the event that You are issued a visa on which it is inappropriate to complete an internship in the Program location, We will work with You to find a solution that is of mutual benefit to You and Us.
- 7.3 If it becomes known to Us that You have the incorrect visa less than four (4) weeks before the Program start date, We reserve the right to unilaterally cancel Your Program and We will work with You to find an alternative Program that You can participate in, but this may be subject to additional reasonable costs.
- 7.4 In the event that a visa is issued for at least thirty (30) days, but for a shorter duration than Your Program, We will issue a refund for the difference in price of the additional months of the Program, but not the initial month. We will not be responsible for any additional costs incurred.
- 7.5 You are responsible for checking that the visa You are issued for Your Program is the correct type and length of visa. Should You wish to travel outside the Program location during or after Your Program, it is Your responsibility to ensure that the visa You are issued will allow You to leave the Program location and re-enter.

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- 7.6 If You remain in the Program Location after the Program End Date for whatever reason, it is Your responsibility to ensure that You have the correct type of visa.

8 Insurance

- 8.1 You are responsible for ensuring that You have purchased full, comprehensive insurance prior to Your Program start date which will adequately cover You for the duration of Your Program.
- 8.2 Your insurance should include repatriation, cancellation, travel, health, medical (including pre-existing medical conditions) and personal liability insurance.
- 8.3 You must provide Us with all relevant details about Your travel insurance policy.
- 8.4 You must bring all relevant insurance documents with You to the Program location.
- 8.5 Neither We nor Our employees are liable for any medical advice given by Ourselves or third parties.
- 8.6 It is Your responsibility to claim any expenses directly from Your insurance provider. We will offer You reasonable assistance to complete forms where We deem it appropriate but We cannot be held liable for any financial loss You encounter in relation to the accuracy of Our assistance.
- 8.7 If You choose to travel without adequate insurance cover, We will not be liable for any losses howsoever arising in respect of which insurance cover would otherwise have been available.

9 Flights

- 9.1 Flights are not included in any of CRCC's programs.
- 9.2 You must purchase Your own flight tickets to arrive in the Program location by Your Program Start Date.
- 9.3 If You wish to use Our airport pick-up service and this service is included in Your Program You are responsible for any travel costs related to traveling to Our specified airport as stipulated in Your Welcome Pack.
- 9.4 We are not responsible for any damages or costs due to any act, omission or negligence relating to the purchase of flight tickets or the operation of flights or any other form of transport.

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- 9.5 We are not responsible for any costs You incur due to changes or delays in flights, trains or any other form of transport.

10 Code of Conduct

- 10.1 You agree to behave in a respectful, courteous and friendly manner with CRCC and Program staff, fellow participants, Host Organization representatives and co-workers, and the general public. As a guest in a foreign culture, you agree to be sensitive and respectful with regard to people of all races, ethnicities, nationalities, religious beliefs, cultural backgrounds and traditions. Bullying or harassment (including sexual harassment) of others, antisocial or unreasonable behavior, including excessive drinking or the use of illegal drugs, or excessive absence from work will not be tolerated.
- 10.2 Where You have chosen a training or skills Program, You will be required to attend all lessons and seminars, complete all tasks and work given to You (including any additional study) and treat Your teachers and fellow students with respect and courtesy.
- 10.3 You are aware that Your Program is strictly unpaid and short term (under three (3) months) and You confirm that You will not undertake any other work opportunities in the Program location during Your Program, other than those provided by CRCC Asia under this Agreement. You understand that you are bound by the relevant laws of the host country of your Placement.
- 10.4 Where You have booked an internship placement, You will be required to behave as though You are an employee of the assigned Host Organization, including arriving at work on time, completing all tasks given to You, and treating the Host Organization and Your fellow colleagues with respect and courtesy. You should not bring either Us or Your Host Organization into disrepute.
- 10.5 You agree to follow the rules and regulations of your Host Organization and the policies and rules of CRCC as may be communicated to you from time to time. Upon enrollment, You agree to fully cooperate with CRCC in its attempts to find You a work Placement and You agree to adhere to this Code of Conduct before and during Your Program. You agree to cooperate fully during the application process and during the entirety of your Program, including:
- actively working with Your assigned representatives from CRCC;
 - participating in scheduled internship interviews;
 - responding to CRCC communications in a timely manner;

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- meeting agreed payment due dates to avoid delays in the placement process;
 - accepting internships offered to you if they are in or related to one of your top three (3) sectors;
 - acting with honesty and integrity at all times. This includes not fabricating, altering, or misrepresenting academic transcripts, test scores, or academic standing; not making false statements made on visa applications or making any other false written or oral statement in the process of applying for the Program, for a visa, or for any internship role.

10.6 Participants who, in the sole judgment of CRCC fail to cooperate fully will be notified by CRCC, and may be dropped from the Program with no refund of fees given. Such Participants may have the option, at the sole discretion of CRCC, to rejoin the Program, provided that they cooperate and participate in good faith.

11 Termination

11.1 CRCC may terminate this Agreement immediately upon written notice to You should You fail to comply with any of the terms and conditions contained herein. No refund will be granted to You and You will be required to leave the designated accommodation within two (2) days of being informed by Us in writing to do so.

11.2 If the Host Organization terminates a Participant's Placement prior to the Program End Date as a result of the Participant's inadequate or unhelpful participation, prolonged or repeated absence from work, repeated tardiness in arrival at work, or for any other reason attributable to the behavior of the Participant, CRCC may terminate this Agreement immediately, no refund of Program fees will be given, and We are under no obligation to provide another placement. In such a case, the Participant will be required to leave the designated accommodation within two (2) days of being informed by Us in writing to do so.

12 Changes, Extensions and Cancellations

12.1 **Changing the dates of Your Program.** Unless previously agreed to by Us in writing, if You want to change the dates of Your Program, We will grant this request at Our sole discretion and reserve the right to refuse Your request or apply an additional reasonable charge.

12.2 **Changing Your Program to Another Program.** Unless previously agreed to by Us in writing, if You want to change to another Program, We will grant this request at Our sole discretion and reserve the right to refuse Your request or apply an additional reasonable charge. A request to

change Your Program to another one of Our programs must be made at least twelve (12) weeks prior to Your Program Start Date.

12.3 **Extending Your Program.** You may be able to extend Your Program but if You want to extend Your Program once You have started Your Program, You will be charged our applicable Program extension fees and/or the applicable Program Fee, details of which can be obtained from Your local CRCC office.

12.4 **Discontinuing Your Program.** If You decide to discontinue Your Program prior to the Program End Date for any reason, You must provide Us with written notice prior to discontinuation, clearly stating the reasons for Your decision. No refund of Program fees will be made in this situation, no other placement will be offered, and You will be required to leave the designated accommodation within two (2) days of being informed by Us in writing to do so.

12.5 **Cancellations by You.**

12.5.1 If You wish to cancel Your place on Your Program prior to the Program Start Date, you must send a written cancellation request to the office address of the CRCC office handling Your Program, or to the university department coordinating Your Program (in the case of university sponsored programs).

12.5.2 Unless otherwise agreed in writing between CRCC and You (or your university), the extenuating circumstances under which We will consider a refund of either the Program fees and/or Acceptance Fee are as follows:

- a) **Serious illness** - If You are unable to participate on the Program due to a serious illness, We require documentary evidence from a doctor confirming that on medical grounds you are advised not to participate in Your Program.
- b) **Death of an immediate family member** - In the case of bereavement of an immediate family member within twenty-eight (28) days of Your Program start date, We may require documentary evidence to verify the bereavement, this can include: (i) death certificate; (ii) a letter outlining full name of deceased, relationship to You, location and date of death, and Your signature. For the purposes of this Agreement, We consider the following members as "immediate" family members: (A) spouse; (B) civil partner; (C) children (including adopted/step children); (D) parents (including step parents); (E) siblings (including step siblings); (F) grandparents and grandchildren; (G) siblings-in-law; and (H) children-in-law.

12.6 Changes and Cancellations by Us

12.6.1 If We have to cancel Your Program prior to the Program Start Date for reasons which are in no way attributable to You and You have paid the Program fee in full, We will endeavor to find You a suitable alternative Program or will offer You a refund of all fees received by Us from You for Your Program.

12.6.2 If We fail to confirm Your Placement before Your Program Start Date, this will be deemed a cancellation by Us and we shall refund to you all fees received by Us from You for your Program.

12.7 **Program Variations.** We reserve the right to change our suppliers and the format of Our programs as and when necessary at Our discretion and without requiring Your consent. We will, however, endeavor to provide as similar a Program as possible at all times.

13 Accuracy of Program Materials

13.1 The content and information displayed on Our website and in other promotional material is believed to be valid and correct but mistakes can be made and We are not liable, and You shall not hold Us responsible, for any misinformation or ambiguities in such content.

13.2 The content and information displayed in our Welcome Letters and pre-departure materials, are believed to be valid and correct but mistakes can be made and We are not liable, and You shall not hold Us responsible, for any misinformation or ambiguities in such content.

14 **Force Majeure.** We are not responsible or liable for changes or cancellations to the Program under any of the following circumstances: war or threat of war, terrorism or threat of terrorism, civil strife, riot, industrial dispute, lock closure, natural or nuclear disaster, chemical or biological disaster, adverse weather, sea, ice and river conditions, fire, sickness, environmental or climate concerns, acts of government or local authority, or any other event or circumstance which amounts to a "force majeure" and in such cases no refund or compensation for any loss will be given to the Participant by Us unless otherwise decided at Our sole discretion. Advice from the UK Foreign Office or US State Department to avoid or leave a country may constitute Force Majeure.

15 Data Protection and Data Sharing

15.1 You agree that We may collect and process Your personal data in accordance with the terms set out in our [Privacy Policy](#)

15.2 You agree that We are the data controller and our instructed suppliers (including Host Organizations and visa processing agents, travel agents,

accommodation providers and universities) are the data processors in respect of any personal data you may provide to Us in connection with Your Program.

- 15.3 Our suppliers shall only process the personal data in accordance with Our instructions from time to time and shall not process the personal data for any purposes other than those expressly authorized by Us.
- 15.4 During your program we may undertake activities to collect material, including but not limited to photographs, videos, oral and written comments, which may we may use for marketing purposes free of charge. You may let us know at any point if you do not consent for your specific image or content to appear in marketing or other materials and we will take reasonable and appropriate action to ensure this happens.

16 Health and Safety Information; Duty to Investigate.

- 16.1 You acknowledge that You have read and understood the health and safety information provided in the application materials, as well as the health and safety information concerning travel to the Program location, including current terrorist warnings, travel advisories and health advisories, provided by the US Department of Homeland Security (DHS) (<http://www.dhs.gov/dhspublic>), the U.S. Department of State (DOS) (<http://www.state.gov>), and the US Centers for Disease Control (CDC) (<http://www.cdc.gov>) (collectively the "Health and Safety Information"). You further understand and agree that if you would like to inquire about or have concerns regarding the health and safety conditions associated with any particular country, area, environment, service, transport, carrier or activity, as well as any medical issues (such as immunization), CRCC, upon Your request, will refer You to third parties such as governmental agencies or professional organizations in the Program's home country(ies) or the Program's host community(ies).
- 16.2 You understand that You are responsible for investigating and evaluating the health and safety risks that You may face, including but not limited to inherent risks. This responsibility includes, but is not limited to, the responsibility for (1) reviewing the Health and Safety Information for periodic updates, and (2) consulting with a physician or appropriate specialist for advice on the risks in the Program-related travel and recommendations for appropriate precautions for Participant. You further agree that it is Your responsibility to take the precautions recommended by the DHS, DOS, and CDC to minimize health risks, including, in the case of insect-borne disease (*e.g.* Zika), wearing protective clothing and applying proper insect repellent when You will be outdoors.

17 Medical Conditions; Medication.

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- 17.1 You agree to report to the CRCC local office coordinating Your Program any physical or mental condition You have, which may require special medical attention or accommodation during the Program as early as possible, but no later than sixty (60) days prior to the Program start date. You specifically understand and agree that We cannot be held responsible for any consequences arising from pre-existing medical, emotional or other conditions and dispositions of Participant, including but not limited to ailments, trauma, depression, eating disorders or dietary habits.
- 17.2 We will use reasonable efforts to accommodate physical or mental conditions you have disclosed to Us in a timely manner, including suggesting alternative programs or program locations which may better suit your needs.
- 17.3 If You did not give Us full details of any physical or mental conditions that You are aware of prior to Your Program Start Date or any physical or mental conditions that You become aware of during Your Program, We may, at Our sole discretion, cancel Your Program and impose applicable cancellation charges.
- 17.4 You understand and agree that if You will need any medications during the Program it is Your responsibility to bring an adequate supply of these medications. You understand that some medications may not be available in some countries of destination, and that it may not be possible to promptly receive these medications by mail.

18 Third-Party Suppliers; Changes to Program; and Responsibility.

- 18.1 CRCC will make reasonable efforts to identify quality suppliers, where applicable to the Program, of accommodations, food, transport, travel, tours, recreational or athletic activities, service learning/experiential learning sites, academic/educational activities, and other goods and services related to the Program ("Suppliers"). You understand and acknowledge that CRCC does not represent or act as an agent for, and cannot control the acts or omissions of, any Program Suppliers.
- 18.2 You agree that CRCC may, in its sole discretion, make any change in any part of the Program it deems necessary. You understand and acknowledge that CRCC is not responsible for any disruption in travel arrangements, or any consequent additional expenses that may be incurred therefrom, including lost baggage.
- 18.3 CRCC may substitute accommodations or housing of a similar category at any time.

18.4 You agree that CRCC is not responsible for any injury Participant may suffer while traveling independently before, during or after the Program.

19 Voluntary Assumption of Risks. You understand that Your participation in the Program is wholly voluntary. Although CRCC has made every reasonable effort to assure Participant's health and safety while participating in the Program, there are unavoidable hazards and risks inherent in travel to and from the Program location and the activities included in the Program, including but not limited to those described in the Health and Safety Information and those associated with: (a) foreign political, social and economic conditions which are different than Participant's home country and which can change in an unpredictable manner; (b) different standards of design, safety and maintenance of buildings, computing facilities, public spaces and transportation; (c) varying quality of available medical treatment and differing health, safety, legal, cultural and religious beliefs and conditions; (d) war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, acts of God and/or violence; and (e) other possibly dangerous conditions beyond the control of CRCC, all of which could cause serious personal injury or loss of life to Participant and/or loss or damage to Participant's property overseas. You are aware of and understand the foregoing hazards and risks and You hereby assume, knowingly and voluntarily, each of the risks described above and all of the other risks which could arise out of or occur during Participant's travel to, from, in or around the Program location.

20 Release and Indemnification. You, individually and on behalf of Your heirs, successors, assigns and personal representatives, hereby release and forever discharge CRCC, its employees, agents, officers, directors, and representatives (in their official and individual capacities) (the "CRCC Representatives") from any and all liability whatsoever for any and all damages, losses or injuries (including death) Participant sustains to Participant's person or property or both ("Losses"), including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney's fees, which arise out of, result from, occur during or are connected in any manner with Participant's participation in the Program, any related or independent travel, or any activities or excursions, irrespective of whether they are sponsored, supervised or controlled by the CRCC Representatives, except for such Losses as may be caused by the gross negligence or willful misconduct of the CRCC Representatives. You also agree to indemnify and hold harmless the CRCC Representatives from and against any Losses.

21 Limitations on Liability.

21.1 Notwithstanding anything in this Agreement to the contrary, Our aggregate maximum liability to you is limited to the amount of actual cash paid by You to Us for Your Program.

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- 21.2 It is a condition of Our acceptance of any liability under this Agreement that You promptly notify any claim in writing to Us and/or Our supplier(s).
- 21.3 Where any payment is made, the person(s) receiving it must also assign to Ourselves or Our insurers any rights they may have to pursue any third party and must provide Ourselves and Our insurers with all assistance We may reasonably require.
- 21.4 Under no circumstances shall We be responsible for Losses arising at any third-party location including but not limited to the premises of the assigned internship Host Organization or the designated accommodation.
- 22 Special Requests.** Any special requests must be advised to Us at the time of enrollment (e.g. diet, room location, etc.). You should then confirm Your request(s) in writing. While every reasonable effort will be made by Us to accommodate Your reasonable special requests, We cannot guarantee that they will be fulfilled. The fact that a special request has been noted on Your confirmation email or any other documentation or that it has been passed on to the accommodation or other supplier is not confirmation that the request will be met. We do not accept enrollments that are conditional upon any special request being met.
- 23 Confidentiality.** You acknowledge that data, know-how, trade secrets, client or supplier lists, personnel information, financial and business information of Your Host Organization, and any information designated by Your Host Organization as being “confidential”, is Confidential Information of Host. You agree not to disclose Confidential Information to any third party and must not use Confidential Information in any way other than for the purposes of Your work experience with Your Host Organization. If You wish to include Confidential Information in any reports, presentations or other materials created to meet the assessment requirements of any course of study, You will first obtain the permission of Your Host Organization.
- 24 Notices.** All notices under this Agreement must be in writing and may be sent by prepaid international courier (e.g. DHL, FedEx, Aramex) or electronic mail to the addresses set forth herein.
- 25 General.** This Agreement represents the complete understanding with CRCC concerning CRCC’s responsibility and liability for Participant’s participation in the Program. This Agreement supersedes any previous or contemporaneous understandings with CRCC, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of CRCC. This Agreement may be executed in one or more counterparts. Should any provision or aspect of this Agreement be found unenforceable, all remaining provisions of the Agreement will remain in full force and effect. Should there be any dispute concerning Participant’s participation in the Program that would

require the adjudication of a court of law, such dispute or lawsuit must be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules , when the Notice of Arbitration is submitted in accordance with these Rule. This Agreement shall be governed by the laws of Hong Kong.

ELECTRONIC SIGNATURE: By entering Your name below, You acknowledge that You have read this Agreement, and understand and agree to its terms.

Signature of Participant **Date**

Address of Participant:

E-mail: _____

Signature of Parent/Guardian **Date**
(If Participant is under the age of 18)

CRCC PROGRAM:
