ACUPUNCTURE STUDY-ABROAD *SPRING* TOUR AGREEMENT: RELEASE AND WAIVER OF LIABILITY

IMPORTANT LEGAL DOCUMENT: READ CAREFULLY

I, _____, have agreed to participate in the March 30th – April 5th, 2027, Japanese Acupuncture Study-Abroad Tour program (the Program) hosted by The International Shinkyu Association, in Kyoto, Japan (the Host Country). In consideration of being permitted to participate in the Program, I hereby agree to the following conditions established by Dr. Atsuki Maeda, owner of Golden Ratio Acupuncture Clinic, LLC, the CEU/PDA provider and organizer for this program (the Program Director):

1. **Program Orientation:** I am responsible for attending required orientation meetings, for submitting all forms and identification materials by the specified due date(s), for following instructions for course registration, and for complying with requests related to my enrollment. Failure to do any of the above may result in my removal from the program.

2. **Payment of Fees:** I accept the responsibility for coordinating timely payment for tuition and associated program fees prior to and during the program. I am responsible for making payment of all account balances by the fee deadline. Non - payment of fees will jeopardize continuing participation in the program and may result in withdrawal or dismissal.

3. **Cancellation:** I accept the term of cancellation policy of the Program that the minimum number of registered participants has to be met by November 30, 2026, otherwise this program is cancelled.

4. **Refund:** I understand and agree that refund of deposit/fee will not be made after each refund deadlines as described on the website and application form except in case the program is cancelled.

5. **Transfer or Replacement:** The registration for the program is non-transferable and non-refundable. Participants are not permitted to transfer their registration or any associated rights to another individual or replace their spot in the program for any reason. Should a participant be unable to attend the program, they will forfeit their registration and any associated fee.

6. **Costs Related to Withdrawal, Dismissal and/or Absence:** I shall be solely responsible for any and all costs arising out of my voluntary or in- voluntary withdrawal or dismissal from the program prior to its completion, including withdrawal for reasons of health, family emergency, illegal drug or alcohol use or abuse, legal detention, etc., or disciplinary action by official representative(s) of the International Shinkyu Association. Costs incurred on my behalf include, but are not limited to, moneys advanced on my behalf for non-refundable deposits at other institutions, legal documents and special fees. If I withdraw, depart, or am dismissed from a program for any reason prior to its formal completion, I will not be eligible for any academic credits, and further I understand that the fees charged for the program pay for the trip as a whole, and that I cannot be refunded for parts of it that I miss due to absence, withdrawal and/or dismissal. If I withdraw after November 30th, 2026, I will be responsible for the full program fee. Cancellation or withdrawal after the program has started will result in the forfeiture of all fees.

7. **Travel to Program Site:** I am responsible for securing travel arrangements that will allow timely arrival to the program site for on-site orientation and for notifying the Program Director of my itinerary and transportation methods. I am responsible for investigating and applying for appropriate documentation, e.g. passport, visa. I understand that the Program Director require that I purchase trip cancellation insurance as protection against the possible cancellation of a program due to low enrollment, world events, and any other unforeseen events.

8. **The Itinerary:** I understand that, although the International Shinkyu Association and the Program Director will attempt to maintain the Program as described in its publications and brochures, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that neither the International Shinkyu Association nor the associates shall be responsible or liable for any expenses or losses that I may sustain because of these changes.

9. **Attendance:** I acknowledge that attendance is mandatory at all classes and course-related outings and excursions except in cases of illness and/or emergencies beyond my control. With the exception of personal and family emergencies where the participant and the official representative have made appropriate arrangements, participants must remain in the program abroad for its entire duration in order to receive Certification of Completion and CEU/PDA credit will be issued accordingly to the total hours participated.

10. **Group Policies:** I understand that I am responsible for adhering to established policies, heeding verbal and written announcements, and exhibiting reasonable and acceptable behavior which shows genuine concern for the social patterns of the host culture as well as my personal integrity at scheduled events and on excursions. I further acknowledge that the Program Director have the sole authority to make decisions regarding the continued participation of any individual in the program whose conduct may necessitate disciplinary action.

11. **Drugs:** Illegal drugs in any form are not tolerated. Possession or use of illegal drugs is punishable by ne, imprisonment, and/or deportation. Participants found using or possessing illegal drugs in any form are subject to immediate dismissal from the program.

12. **The Host Country:** I understand that I will be subject to and I agree to obey the laws, regulations and policies of the Host Country and institutions in which the Program is hosted. I acknowledge that violation of any policy, law, or regulation of the Host Country or institutions may subject me to penalties, including dismissal from the country, the Program, or such other disciplinary action as may be applicable. I understand that the International Shinkyu Association and the Program Director reserve the right to decline to retain me in the Program at any time should my actions or general behavior, in the sole discretion of the International Shinkyu Association, be determined to impede or obstruct the progress of the Program in any way.

13. **Dismissal:** I understand that the Program Director and associates of the International Shinkyu Association has the right to dismiss me from the program at any time if: a) my conduct violates established rules of behavior; b) I violate laws, rules and regulations of the host country,

community, institution or program; or c) the official representative(s) has reasonable cause to believe that my continued presence in the program constitutes a danger to the health or safety of persons, including myself, or property, threatens the future viability of the program, or brings the program into disrepute or its participants into legal jeopardy. I understand that a decision made to dismiss me from the program will be final; that separation from the program will result in the loss of all academic credit and terminate my status as a program participant; and I will not be entitled to any refunds and will remain responsible for costs incurred on my behalf. I understand that once dismissed I will not be allowed to participate in any program group activities.

14. **Health Care and Emergencies:** I am responsible for my own healthcare, conduct, financial integrity and travel plans related to the program. In the event of serious illness, accident, or emergency, my designated emergency contact(s), as indicated on the Application Form, may be notified. I also authorize the Program Director and associates to secure medical treatment on my behalf, including surgery and the administration of an anesthetic and to provide any health information as appropriate.

15. **Health insurance:** I hereby certify that I am covered with health insurance which I have determined to be adequate and satisfactory for any injury or illness that might befall me while I am participating in the study abroad program. I acknowledge that the International Shinkyu Association and its representatives have not made any representations to me concerning the adequacy of my health insurance, and I further accept that it is my sole responsibility to ensure that my health insurance coverage is adequate for my needs.

16. **Disability Accommodations:** I accept the responsibility for registering with the Program Director to determine eligibility for services and accommodations related to disabilities, if appropriate.

17. **Personal Responsibility:** Although the International Shinkyu Association is sponsoring this program, I understand that neither the International Shinkyu Association, Golden Ratio Acupuncture Clinic, LLC nor any of the associates, instructors, or travel arrangers will be supervising me at all times. I will have the opportunity and the right to independently leave the Program periodically, subject to the requirements for participation in and attendance at classes and other activities that are a required part of the Program. Therefore, I will be responsible for my own safety and cannot hold the International Shinkyu Association or the Program Director or any associates liable for any injuries to my person or property or any other losses as a result of my participation in the program.

18. **Assumption of Risk:** I hereby acknowledge that I am fully aware that there are risks inherent in my participation in the Program, and I willingly and voluntarily assume such risks. These risks may include, but are not limited to, accidents, criminal activity, civil disorder, personal injury, and death. I have made myself aware of the physical requirements necessary for participation in the Program, and I certify that I possess all of the necessary physical abilities, experience, training, and knowledge. I am aware that the International Shinkyu Association and all associates do not warrant the condition or adequacy of any equipment, premises, vehicle, or mode of transportation for any purpose. I agree that the privilege of participating in the Program is a valuable opportunity, and in partial consideration of that opportunity I hereby forever release and discharge from liability of any kind arising out of my participation in, preparation for, or travel associated with the Program, the International Shinkyu Association and all associates. As a part of the consideration for my participation in the above-referenced Program, I hereby covenant not to sue any of the above-named released parties for any cause of action arising out of my participation in the event. I understand that in accepting this document, the Program, the International Shinkyu Association does not waive any sovereign, governmental, or official immunity that might apply to themselves, any state agency or instrumentality, or any state of officer, employee or volunteer.

19. **Third-party Liability:** I understand that the International Shinkyu Association, the Program Director and any associates do not represent or act as agents for and can- not control the acts or omissions of, any host institution, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that the International Shinkyu Association and the Program Director and associates are not responsible for matters that are beyond their control, and I hereby release the International Shinkyu Association, the Program Director and all associates from any injury, loss, damage, accident, delay, or expense arising from any such matters.

20. **Photographs:** I acknowledge and consent to being photographed for marketing and advertisement purposes for the Program by the host. I understand these photographs may be used in promotional materials, including but not limited to brochures, websites, and social media platforms. I understand that I am obligated to notify the program director for my preference not to be included in the photographs.

21. I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.

22. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, I acknowledge that I have the right to consult with the adviser, counselor, or attorney of my choice.

23. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such adjudication will occur in the courts of, and be determined by the laws of, the State of California without regard to choose of law provisions of the laws of any other state or country.

24. This agreement represents my complete understanding concerning the International Shinkyu Association's and the Program Director's and associates' responsibility and liability for my participation in the Program as well as my disclosure of my medical history, supersedes any previous or contemporaneous understandings I may have had with the Golden Ratio Acupuncture and the Center on this subject, whether written or oral, and may not be changed or amended in any way except by written agreement of the parties.

25. I represent that I am at least eighteen years of age.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____