**Parent and Student Agreement, Indemnification, & Liability Release**

**Parent/Guardian:** *Please read carefully, fill in the student’s name and, and sign and date below where indicated.*

I/we, the undersigned parents/legal guardians (hereafter referred to as “parents”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Student”), agree that the Student is permitted to travel to the United States of America, and live in the provided and approved housing arrangements provided by Plymouth Christian Academy during the academic school year.  I/we agree to abide by all the program rules, conditions, and decisions throughout the duration of the program.  I/we understand that while the Student is enrolled in the PCA International Program (the “Program”), his/her activities will be under the authority of Plymouth Christian Academy.  Therefore, I/we understand that I/we cannot authorize our child to engage in activities in conflict with the rules and standards of Plymouth Christian Academy and the International Program. We also agree that any relatives we may have in the U.S. will have no authority over the Student while he/she is in the Program unless authority is delegated to them by us in writing prior to visits or vacations. Relatives will also be expected to always abide by the school’s rules and standards.

I/we attest that the Student is of good health and character, and will, to the best of his/her ability, maintain the high standards required of a Plymouth Christian Academy international student.  We further state that all the information provided in this application and the attached documents is true and accurate to the best of our knowledge.

***Student****: Please read carefully and sign and date below where indicated.*

I, the student, agree that I will live in the provided and approved housing arrangements provided by the Program. I understand that my parents/legal guardians or relatives cannot authorize me to engage in any activities that conflict with the rules and standards of Plymouth Christian Academy and the International Program.  I also understand and agree that any relatives I may have in the U.S. will have no authority over me while I am a student in the program unless authority is delegated to them by my parents/legal guardians in writing prior to visits or vacations.  Relatives will be expected to always abide by Plymouth Christian Academy rules and standards.

I further state that all the information provided in this application and the attached documents is true and accurate to the best of my knowledge.

**1. Rules and Regulations**.  By signing below, I/We (the Student and Parent) hereby state that I/We have thoroughly read the **Plymouth Christian Academy Guidelines** **(The “Guidelines”)** for International Students found on the last page of this contract and agree to be bound by them.  Plymouth Christian Academy has the right to dismiss or require the withdrawal of any student when, in the exercise of Plymouth Christian Academy’s professional judgment, it may be appropriate to do so, including as a result of conduct contrary to its rules or regulations (such as conduct that violates the standards contained in the Guidelines), behavior unsafe to self or others, or academic performance inconsistent with the standards contained in the Student Handbook.  I/We also understand that the student will be subject to the authority of Plymouth Christian Academy International Program personnel and the staff and teachers of Plymouth Christian Academy, and that the student will have to follow the rules given by the host family.

**2. Indemnification**. I/We (the Student and Parent) shall indemnify and hold harmless the Plymouth Christian Academy’s, its officers, directors, shareholders, employees, agents, volunteers, successors, and other affiliates (collectively the “Indemnified Party”), from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, in connection with any action, claim, or dispute arising out of the Student’s participation in the Program or use of Plymouth Christian Academy’s facilities.

**3. Waiver of Claims**. I/We (the Student and Parent) hereby expressly waive and renounce any claims against all host parents and members of their families, of Plymouth Christian Academy, and any of their respective employees, agents, trustees,  officers, and directors, for any and all damages, actions, causes of action, liabilities, claims or demands whatsoever, including without limitation, any claims or damages resulting from injury to property or person, including death, which I may ever have, arising out of the Student’s participation in the Program, including any such liability that may arise out of any negligent act or omission, excepting gross negligence or intentional conduct, of any such persons or entities, which may be suffered or claimed by me during, or as a result of, the Student’s participation in the Program, including travel to and from the host country.

**4. Covenant Not to Sue**.  I/We (the Student and Parent) agree that I/We shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against  Plymouth Christian Academy arising out of the Student’s participation in the Program or use of Plymouth Christian Academy’s facilities.

**5. Acknowledgement**.  I/We (the Student and Parent)  expressly agree that the foregoing indemnification, waiver of claims, and covenant not to sue, (collectively, this “**Waiver**”) is intended to be as broad and inclusive as is permitted by the laws of the state of Michigan and the guidelines of Plymouth Christian Academy, and that if any portion hereof is deemed invalid or enforceable by a Court of competent jurisdiction, the invalid or unenforceable portion of this Waiver shall be deleted or deemed modified to the extent necessary to be deemed valid or enforceable and the balance of the Waiver shall continue in full force and effect.

**6. Miscellaneous**.  This Parent/Student Agreement, Indemnification and Liability Release: (a) shall bind and inure to the benefit of the Parent/Student and heirs, executors, administrators, legal representatives, successors and assigns; (b) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; and (c) may not be amended or modified, nor any provision hereof waived, except in a writing signed by all of the parties hereto; and (d) shall be governed in accordance with the internal laws of the state of the state of Michigan.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Student’s Name                    Signature                    Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Father’s Name                    Signature                    Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mother’s Name                    Signature                    Date