

By signing, you verify that you have read all of the Terms & Conditions and that you understand and agree to the entirety of the Terms & Conditions. You do not rely on any statements or representations that are not specifically stated in these Terms & Conditions.

AmeriCamp (referred to alternately as AmeriCamp and Intrax) is your official program sponsor while you are in the U.S. and your primary point of contact. Your agency in your home country, while a valuable resource, is not your sponsor. You understand that no other party should be contacted for support while in the United States. AmeriCamp is not your host camp, not your employer, not a staffing agency, and shall not be responsible for any act or error on your part. Your host camp is your employer.

AmeriCamp staff is available to assist you with any questions or to advise you regarding any challenges you may experience while you are participating in the AmeriCamp Program. In the U.S. you can call AmeriCamp (toll free) at 1-888-224-0450 weekdays from 9:00a.m. to 5:00p.m. local time. You can call the same toll-free line at any time, 24 hours per day, 7 days per week, in case of an emergency. You understand that, in assisting and supporting you to have a successful program, our primary goal will always be to ensure your health, safety, and welfare.

## Eligibility

- You agree that the information provided on your application is complete and accurate.
- You affirm that you are a bona fide youth worker, student, teacher, or individuals with specialized skills [§ 62.30 Camp counselors, (b) (2)]
- You will be between 18 and 28 years old by the program start date. Any exception to the 28-year age limit will have to be made in writing by AmeriCamp.
- You understand that repeat participation is not guaranteed. Per regulations, “In order to ensure that as many different individuals as possible are recruited for participation in camp counselor programs, sponsors shall limit the number of participants who have previously participated more than once in any camp counselor exchange to not more than ten percent of the total number of participants that the sponsor placed in the immediately preceding year.” [§ 62.30 Camp counselors, (j)]
- You possess sufficient proficiency in the English language to participate in the program and are comfortable expressing yourself to request assistance in an emergency and in daily activities.
- You are physically and emotionally capable of performing the tasks required as outlined in your camp placement offer.
- You will provide AmeriCamp with a valid email address and you will keep it updated in the AmeriCamp database since this will be AmeriCamp’s primary method of contacting you with important information while you are in the U.S. You will provide AmeriCamp with a valid phone number at which we can reach you in the U.S.
- You are responsible for bringing enough money to the U.S. to cover the cost of your personal expenses for at least one month. You will bring a minimum of \$1,000.00 (e.g. cash, credit card access, travelers’ checks) to cover initial expenses such as transportation costs from airport to host camp, food, etc.
- While AmeriCamp will provide program support and assistance, AmeriCamp is not responsible for your expenses, delays in obtaining your Social Security card or for any period of time during which you are not being paid by a host camp. AmeriCamp cannot loan money to you.
- You make a good faith commitment to returning to your home country at the end of the program and not changing your visa status.
- You agree that you have enrolled in a cultural exchange program, for which work is an important component, but not the sole purpose of the program.
- You also agree that you understand that a second placement is not something that can be guaranteed on the program or even permitted. Any placement beyond your primary, AmeriCamp -

approved placement, for which the U.S. consulate issues a visa, will need to be pre-approved by AmeriCamp before you would be allowed to begin the new placement.

- You agree that the "purpose of the Program is to provide foreign nationals with opportunities to participate in educational and cultural programs in the United States and return home to share their experiences, and to encourage Americans to participate in educational and cultural programs in other countries" [§ 22 CFR 62.1].
- You also agree with the purpose of the camp counselor program specifically. "In order to promote diverse opportunities for participation in educational and cultural exchange programs, the Department of State designates exchange sponsors to facilitate the entry of foreign nationals to serve as counselors in U.S. summer camps. These programs promote international understanding by improving American knowledge of foreign cultures while enabling foreign participants to increase their knowledge of American culture. The foreign participants are best able to carry out this objective by serving as counselors per se, that is, having direct responsibility for supervision of groups of American youth and of activities that bring them into interaction with their charges. [§ 62.30 Camp counselors, (a)
- The "stipend or wages might not cover all...expenses and [you] should bring additional personal funds." [§ 62.8 General program requirements, (d) (3)]

## Visa and Entry

- A DS-2019 form enables you to apply for a J-1 visa. The U.S. Consulate may approve or deny your application for a visa. In rare cases, even if you receive a J-1 visa, you may be denied entry by U.S. Customs and Border Protection. AmeriCamp is not responsible for and cannot control or change these decisions.
- Home-country physical presence requirement: If applicable, the U.S. Consulate will indicate if the two-year homestay rule applies on the visa. If it applies, then the participant "must reside and be physically present in the country of nationality or last legal permanent residence for an aggregate of at least two years following departure from the United States before the exchange visitor is eligible to apply for an immigrant visa or permanent residence", or for non-immigrant visas in the L or H categories as detailed at § 62.2 Definitions.
- Once the DS-2019 form is issued, the SEVIS I-901 receipt ("SEVIS Receipt" for the "SEVIS fee") is transferred by AmeriCamp to the Department of Homeland Security and can be accessed through their website (e.g. see "Check I-901 Status" at <https://www.fmjfee.com/i901fee/index.html>)

## Orientation

- You will complete an orientation provided by AmeriCamp before you depart your home country. Failure to do so will result in your inability to participate in the AmeriCamp Program.
- You have also read and understood the online Participant Handbook and will ask AmeriCamp or your local AmeriCamp representative for clarification on any points that are not explicitly understood.

## Housing information

- Housing will be provided by your host camp for the duration of your stay at camp. Information on such housing is identified in the housing section of the camp placement offer in your online account.
- While AmeriCamp provides resources to assist, the AmeriCamp Program does not include housing outside of your duration at camp.
- You are responsible for booking and costs of housing during travel; after your camp experience; and in the case you happen to arrive before the start of the camp placement.

- Host camp-provided housing is subject to local housing laws and AmeriCamp makes no representations or guarantees regarding its nature or quality. You agree to not jeopardize your own wellbeing (e.g. disobeying traffic laws; walking along dangerous roads, etc.) and understand that doing so, while it may appear to be your own decision, is a reason for program dismissal (i.e. Termination in the Student & Exchange Visitor Information System - SEVIS).

## U.S. Arrival and Check-in

You must depart from your home country:

- During the U.S. summer (i.e. program not intended for winter)
- No more than 2 weeks prior to the start date on your DS-2019 form
- Within three (3) days of arriving in the U.S. you will confirm your arrival with AmeriCamp by completing the Check-In Form found in your online account, or by calling toll-free to 1.888.224.0450 and speaking to a representative during normal business hours, weekdays from 9:00 a.m. to 5 p.m. local time.
- This is the only way for your program to be activated in SEVIS. Failure to do one of the above will result in your dismissal from the AmeriCamp Program and will lead to being out of J-1 visa status.

## Monthly Contact

- You must respond to the Monthly Contact promptly through your online account, by phone, or in person. This is intended to confirm your location, health, safety, and welfare. If you need no assistance, you are still required to express that through the Monthly Contact.
- Failure to carry out Monthly Contact every 30 days will result in program dismissal.

## Program Dismissal

- If you are dismissed from the AmeriCamp Program for any reason:
  - You would be in the U.S. out of J-1 visa status.
  - You would risk problems with Immigration and Customs Enforcement.
  - You may have a negative mark in your SEVIS record which could affect future visa applications.
  - You understand that you are a cultural ambassador to your home country, and that your actions and behavior reflect directly on your home country.

## Reporting to Your Camp

- You will report to the camp listed in SEVIS and your AmeriCamp online account. If you fail to report to your placement without AmeriCamp agreement, then this may result in program dismissal, since U.S. Consulates issue visas specifically related to your pre-arranged placement having been verified.
- You understand that working at a camp not authorized by AmeriCamp will result in dismissal from the program, per program regulations.

## Terms of employment

- You understand that there are specific binding terms of employment listed in your camp placement offer in addition to these General Program Terms and Conditions.
- You understand that your schedule and hours are dependent on your host camp's daily schedule.
- Your schedule can also be affected by your camp performance.

- You agree to make a good faith commitment to provide your camp with a two-week notice before leaving, understanding that it is not appropriate to leave without this courtesy and communication with AmeriCamp, as explained further in the Participant Handbook in your online account. This is related to the fact any new placement will not necessarily be as high in quality as the one vetted by AmeriCamp and the U.S. State Department's Kentucky Consular center as was part of the visa process.

### Prohibited Placements

- “While it is recognized that some non-counseling chores are an essential part of camp life for all counselors, this program is not intended to assist American camps in bringing in foreign nationals to serve as administrative personnel, cooks, or menial laborers, such as dishwashers or janitors.” [§ 62.30 Camp counselors, (a)]
- The following jobs are not allowed on the AmeriCamp Program and this list is not exhaustive. Under program regulations and/or AmeriCamp program rules, participants cannot be employed in the following positions or any position that could bring notoriety or disrepute to the Exchange Visitor Program.
  - Camp positions as administrative personnel, cooks, or menial laborers, such as dishwashers or janitors.
  - Camp positions that displace domestic U.S. workers in order to replace with program participants.
  - Please refer to <http://j1visa.state.gov/> for more information.

### Changes in Camp and U.S. address

- You must speak to an AmeriCamp team member about any desired change of camp.
- Starting a new camp placement without written authorization from AmeriCamp is not allowed.
- If AmeriCamp supports a change of placement, you are responsible for submitting your proposed new host camp's information to AmeriCamp within three (3) business days or risk program dismissal. You understand that this helps expedite vetting of your proposed host camp. You will be responsible for the cost of transportation to the new camp's location, unless otherwise specified.
- Once you arrive at your replacement camp, you must notify AmeriCamp of your new address within ten (10) calendar days through your online account or by phone.
- In the event you change any of the following, you must update AmeriCamp within ten (10) calendar days: U.S. address, telephone number, or email address, you are responsible for notifying AmeriCamp through your online account or by phone. [§ 62.10 Program administration. (c) Orientation]

### End of Employment

- AmeriCamp is not responsible for and cannot control employment decisions made by your camp. Your camp may end your employment at any time, without prior notification, with or without cause.
- You agree to contact AmeriCamp if any placement-related difficulties or disputes arise that may affect your continued placement with your camp.

### Obey Laws

- While in the U.S., you are subject to the U.S. civil and criminal justice system. Failure to obey federal, state, and local laws may result in civil liability, criminal prosecution, fines, jail sentences or other penalties in addition to dismissal from the AmeriCamp program. AmeriCamp is not

responsible for any civil or criminal liability you may incur or for assisting or defending you in any way in connection with any legal claims made against you.

- Regulations require that sponsors inform "all exchange visitors that they, and any accompanying spouse and dependent(s), also may be subject to the requirements of the Affordable Care Act." [§ 62.14 Insurance] However, the average participant will be exempt (i.e. will not have to worry about this), since the goal is for a return to the home country upon program completion. More details are available by consulting with AmeriCamp.
- Regulations also require that sponsors inform participants of the following [§ 62.14 Insurance (d)]:
  - "(i) Exchange visitors who willfully fail to maintain the insurance coverage ... while a participant in an exchange visitor program or who make material misrepresentations to the sponsor concerning such coverage will be deemed to be in violation of these regulations and will be subject to termination as an exchange visitor."
  - "(j) Sponsors must terminate an exchange visitor's participation in their program if the sponsor determines that the exchange visitor or any accompanying spouse or dependent willfully fails to remain in compliance with this section."
- You understand that, given the nature of this exchange program, the U.S. State Department could announce additional regulations after you have agreed to the Terms & Conditions.
  - You agree to abide by prevailing State Department regulations, which are available on the State Department website: <https://j1visa.state.gov/sponsors/current/regulations-compliance/>.

## Departure

- You understand that:
  - You can never work during the 30-day Grace Period intended to facilitate your travel plans. You understand that, if your local U.S. Consulate requires that you return by a specific date to your home country, then this supersedes the Grace Period.
  - You must depart within 30 days of your SEVIS end date regardless of what your visa end date may be.
  - Your visa status and program dates cannot be extended or changed by AmeriCamp.
  - AmeriCamp policy is that we are unable to assist in any way regarding a change of visa status, since remaining in the U.S. goes contrary to your good faith commitment to return home - a critical component of the Exchange Visitor Program, irrespective of any legal opportunities that may exist to change visa status.

## Consent

- You consent and authorize AmeriCamp and its parent company, International Training and Exchange (Intrax), to use your name, photographs, file, application content, video resume or video likeness or any comments or statements from host camps, AmeriCamp, or Intrax in materials or publications. This includes sharing your data with U.S. government agencies (e.g. U.S. State Department) and potential host companies in connection with the Exchange Visitor Program.
- You agree that your electronic signature used during the AmeriCamp application process is the equivalent of your hand-written signature.
- You authorize and consent to AmeriCamp accessing U.S. Customs and Border Protection information (e.g. through <https://i94.cbp.dhs.gov/I94/#/history-search>) in connection with your program (e.g. to retrieve I-94 needed for employment; to view arrival/departure information).
- You also understand and agree that in case of a health, safety, welfare matter, AmeriCamp will need to report on your wellbeing to the U.S. State Department.
- You opt into receiving emails from AmeriCamp about your application, support, surveys, program-related matters, alumni program of the U.S. State Department and/or AmeriCamp, or other program

offerings of AmeriCamp. You also understand and agree that the nature of having a host camp requires receiving emails and messages from the camp about your placement.

### Waiver and Release Regarding COVID-19 (Coronavirus)

The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organization. I understand that in the context of COVID-19, there are risks to international travel as further detailed below. Nevertheless, I choose to take part in a cultural exchange program through International Training and Exchange (dba Intrax; also, dba AmeriCamp), my visa sponsor (“AmeriCamp”), in the United States of America. This waiver (release) of liability is given in consideration for AmeriCamp assisting me to become a participant of the U.S. State Department’s Exchange Visitor Program.

Acceptance of Risk; Release; Indemnification. I am fully aware that there are a number of risks associated with me entering the U.S. during the COVID-19 pandemic, or even as it appears to come under control, including without limitation: (a) I could contract COVID-19 or other diseases such as the flu or legionnaires disease which could result in a serious medical condition, may require medical treatment in a hospital or could possibly lead to death; (b) I could face a modified schedule and/or duties, which do not meet my original job agreement, at my host company due to business-level changes or area stay-at-home orders caused by COVID-19; or (c) I could need to shorten my program and return to my home country early due to reasons related to COVID-19; (d) I am financially responsible for myself in case of quarantine or self-isolation. I also acknowledge that I will be subject to normal risks associated with participating in an exchange program, such as physical injuries or even death or loss or damage to personal property, including without limitation, from slips or falls, food poisoning or allergic reaction to food, physical or verbal altercations, injury while at my placement (at my host company), terrorism, or other violence, theft or vandalism, auto accidents, or fires or other disasters whether at my host company or elsewhere in the U.S. On behalf of myself and/or my heirs, successors and assigns, I knowingly and freely assume all such risks, both known and unknown, relating to my participation in the program, and I hereby forever release, waive, relinquish, and discharge Intrax and its affiliates and affiliated entities, along with their officers, directors, managers, officials, trustees, agents, employees or other representatives and their successors and assigns (collectively, the “Intrax Entities”), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, “Damages”) as a result of me being a participant on the program as described above, including but not limited to those related to the above described personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged actions, omissions or negligence of the Intrax Entities. I further promise not to sue the Intrax Entities and agree to indemnify and hold them harmless from any and all Damages resulting from my being a participant on the program.

Please note that the two paragraphs that follow apply only to California participants and because the program has the potential for travel and replacement, including to California, the two paragraphs are included in this document for all participants.

I, on behalf of myself and/or my heirs, successors and assigns, hereby acknowledge that I have been advised by legal counsel of the contents of Section 1542 of the California Civil Code and knowingly and voluntarily waive and release any and all rights and benefits I and/or my heirs, successors and assigns, may now have, or in the future may have, under Section 1542 of the California Civil Code (or any analogous law of any other state), which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

I certify that I am sufficiently healthy and fit to be on an international cultural exchange program.

## Refunds

- You have seen and understand the breakdown of program fees paid to both your local representative and AmeriCamp. You had the chance to see typical camp placement information offered on the program ([www.AmeriCamp.com](http://www.AmeriCamp.com)) as well as the full list of fees charged prior to having paid a non-refundable fee. [§ 62.10 Program administration. (b) Pre-arrival information]
- You understand and agree that program fees are paid to AmeriCamp by your local representative. As a result, any AmeriCamp refunds would go directly to your local representative. Information on the refund policy is available through your local representative.
- AmeriCamp will pay any refund that is due pursuant to the above-mentioned AmeriCamp refund policy at the end of the program season for which you applied. AmeriCamp will make such payment only to the local AmeriCamp representative in your home country. AmeriCamp will not pay any refund directly to you. AmeriCamp is not responsible for ensuring that any refund it pays to the local AmeriCamp representative in your home country is paid to you, therefore, you and the local representative must arrange for any refund to be paid to you. All refund amounts are based on the original pricing charged to your representative agency by AmeriCamp as per their Partnership Agreement. For specific refund amounts please ask your local representative agency.

## You understand and agree to the following Dispute Resolution and Construal Provisions:

- 1. Arbitration:** You understand and agree that any dispute, controversy or claim in any way arising out of, related to, or connected with your participation in the AmeriCamp Program or these Terms & Conditions shall be decided by neutral, exclusive and binding arbitration in San Francisco, California, U.S. The arbitration shall be conducted before an agency or arbitrator agreed upon by you and AmeriCamp or, if none, before an arbitrator selected by the American Arbitration Association. Either you or AmeriCamp may appear telephonically at the arbitration hearing. Any award of the arbitrator may be enforced in any court of competent jurisdiction of the federal or state courts of San Francisco County, California, U.S. In any action, including arbitration, brought in connection with your participation in the AmeriCamp Program, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred by such party, including attorney's fees. The non-prevailing party shall also be solely responsible for all costs of arbitration. Any dispute as to the reasonableness of such costs and expenses shall be determined by the arbitrator.
- 2. Severability:** If any provision of these Terms & Conditions or their application is held to be invalid, illegal or unenforceable for any reason, the invalid, illegal or unenforceable provision or application shall not affect or impair the other provisions or applications of the Terms & Conditions which can be given effect without the invalid, illegal or unenforceable provision or application. To this end the provisions of this Agreement are declared to be severable and shall be construed and enforced accordingly.
- 3. Waiver:** No waiver by AmeriCamp of your failure to comply with any of these Terms & Conditions shall be construed to be, or shall be, a waiver of any other failure to comply with such Terms & Conditions. No waiver shall be binding unless in writing and signed by AmeriCamp.
- 4. Headings Not Controlling:** The headings used in the document setting forth these Terms & Conditions are used only for ease of reference and are not controlling.
- 5. Governing Law:** These Terms & Conditions shall be governed by and construed under the laws of the State of California, USA, without regard to principles of conflict of laws.

Please note that based on the information available to AmeriCamp, the contents of the placement offer are accurate as of the date of its issuance. All information is subject to change.

-I am capable of reading and understanding these Terms & Conditions in English.

-I have read these Terms & Conditions carefully, have had the opportunity to ask questions and obtain advice as to their meaning, and understand them fully.

-I agree to abide by these Terms & Conditions.

**Agency (In your home country):** \_\_\_\_\_

**Participant's Last Name:** \_\_\_\_\_ **Participant's First Name:** \_\_\_\_\_

**Participant's Email:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Signature Date:** \_\_\_\_\_