### Important Notice:

### Complete payment must be submitted by the immersion program due date. Participants who have not paid in full by the due date will receive a late notice email reminder with another reminder two weeks later. Participants will be charged $25 for each late notice the continuing education office has to issue. Participants with an immersion trip balance after 30 days from the original due date, including charges for late notices, will be withdrawn from the immersion roster and forfeit the non-refundable deposit.

Martin Luther College – The Office of Continuing Ed.

# Agreement and Release of Liability and Language Pledge

## Spanish Immersion Program 2020

*(Read carefully before signing)*

1. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Registrant") have applied for and intend to participate in the Spanish Immersion program offered (Program sites may vary) and/or coordinated with The Office of Continuing Ed. at Martin Luther College and Prof. Paul A. Bases. I understand that program dates may vary based on the location of the Program and credit needs of the participant

2. I have voluntarily enrolled in the Program knowing that it includes travel outside of the United States of America to Argentina, Ecuador, Chile or Spain and possibly other countries. I have made a non-refundable deposit of $500 that has been paid to the Financial Services office to apply against the costs of tuition, transportation, housing and other goods and services to be arranged for me by Prof. Paul A. Bases, The Office of Continuing Education, Academia Buenos Aires, Vida Verde Spanish School, Language Link and/or cooperating agencies or organizations.

**I understand that the $500 deposit is completely non-refundable regardless of the circumstances that would lead me to not participate in the Program**. **Withdrawal from the Program may also carry additional penalty fees as deemed necessary by the Language Institutes and/or Prof. Bases.**

**Please initial here indicating you understand that the $500 deposit is non-refundable and you will not request a refund if you are unable to participate in the Immersion Program.**

 **Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

3. 1 understand and am aware that my participation in the Immersion Program may expose me to certain risks and dangers, including but not limited to, the hazards of travel by various means of conveyance; the hazards of politically unstable areas; the dangers of civil disturbances and war; the forces of nature; acts or omissions of Martin Luther College, The Office of Continuing Ed, Prof. Paul A. Bases, Academia Buenos Aires, Vida Verde Language School, Language Link and/or their respective agents, employees, officers, directors, associates, affiliated companies, subcontractors, or cooperating agencies or organizations; and accident or illness in places without access to medical facilities, transportation, and/or means of rapid evacuation or assistance.

4. 1 am aware that my participation in the Immersion Program and my use of transportation, housing and dining services, and other goods and services in connection with my participation in the Program may carry a risk of serious personal injury, serious illness, death and property damage or loss. I expressly and voluntarily assume all risk of injury, illness, death and property damage or loss that may result from my participation in the Program and/or my use of goods and services in connection with my participation in the Program.

5. In consideration for being permitted to participate in the Program, I hereby RELEASE AND DISCHARGE Martin Luther College, including the Office of Continuing Education, Prof. Paul A. Bases, Academia Buenos Aires, Vida Verde Language School, Language Link and their respective agents, employees, officers, directors, associates, affiliated companies, subcontractors, or cooperating agencies and organizations ("the Released Parties") from any and all liability for injury, illness, death or property damage or loss arising out of the arrangement or provision of transportation, housing, dining or other goods and services, or arising out of any other activity incident to my participation in the program.

6. 1 agree not to sue or make claim against the Released Parties for injury, illness, death, damage or loss sustained as a result of participation in the Program or the use of the goods and services in connection with my participation in the Program. I will indemnify and hold harmless the Released Parties from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action relating to my participation in the Program. **I also agree to reimburse the Martin Luther College and/or Prof. Paul A. Bases for any sums they may advance for the purchase of goods or services on my behalf in connection with my participation in the Program.**

7. I further agree to abide by all applicable rules and regulations of the Martin Luther College, The Office of Continuing Ed, and the Spanish Immersion Program and its staff, representatives or designees, all instructions of its staff, representatives or designees while participating in the Program and the laws of the governmental jurisdictions at the place or places of program offering. I understand that noncompliance may result in expulsion from the Program and forfeiture of Program fees. I agree that if I violate any applicable rule, regulation (including the Spanish language pledge in the Argentina Program), instruction or law at any time during the Program I may be sent home immediately at my own expense. I agree to reimburse Martin Luther College, the Office of Continuing Education and/or Prof. Paul A. Bases for any and all costs associated with sending me home. I agree to indemnify and hold harmless the Released Parties from all claims or losses resulting from my failure to abide by such rules, instructions and laws. I further agree that Martin Luther College, The Office of Continuing Ed, Prof. Paul A. Bases and/or their respective staff, representatives or designees may send me home at any time during the program if they determine that my continued participation in the Program will adversely affect my health, safety or welfare or the health, safety, welfare or enjoyment of other Program participants.

8. I understand Martin Luther College and/or Prof. Paul A. Bases may notify the person or persons listed as an emergency contact on my application form in the event that I become seriously ill or injured or am involved in an emergency during the Program. In the event that I am unable to make my own medical decisions, Martin Luther College, The Office of Continuing Education and/or Prof. Paul A. Bases may have to make those on my behalf.

9. Should any of the provisions of this Agreement and Release, or portions thereof, be found to be invalid by any court of competent jurisdiction the remainder of this Agreement and Release shall nonetheless remain in full force and effect. This Agreement and Release shall be construed under the laws of the State of Minnesota.

10. I understand and agree that a MLC Spanish major must have a 2.5 GPA in their Spanish courses to participate in the SPN 4011 Spanish Immersion Program (6 credits). If a Spanish major’s GPA should fall below the required 2.5, he/she may still take part in the program but he/she would have to repeat previous Spanish courses to bring up the GPA to a 2.5. Consequently, said student would still be required to participate in a future Spanish Immersion Program should he/she continue as a Spanish major. If a student falls below the 2.5 GPA mark and decides to not participate in the Spanish immersion program said student will lose the down payment of $500 and in addition risks losing up to the full amount of the total cost of the Program.

**11. Language Pledge for students participating in the Argentina Program**

**The Martin Luther College Spanish Immersion Program exists to enable its participants to increase their proficiency level in Spanish. The Immersion Program also helps students gain confidence in using Spanish and acquire a cultural base from which to operate. One of the requirements for participation in the Argentina program is to agree to use only Spanish during your entire stay abroad. This is an exciting task and requires a real commitment to want to increase your level of Spanish proficiency. By signing this language pledge, you agree to not speak any English while abroad. Deliberate use of the English language will be grounds for failing the course and/or being sent back to the United States at your expense.**

**I agree to the Spanish Immersion Pledge (Argentina participants)**

**Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL.

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

REGISTRANT'S SIGNATURE DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_

REGISTRANT'S NAME (please print) DATE OF BIRTH

Please list an emergency contact person’s name and a phone number:

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

EMERGENCY CONTACT NAME AND CELL PHONE NUMBER

**For students not currently enrolled at MLC please add the following:**

Social Security # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Race/Ethnicity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_ Zip Code \_\_\_\_\_\_\_\_\_\_\_

Please return this form and check to:

**Financial Services, Martin Luther College, 1995 Luther Court, New Ulm, MN 56073**, Attention Jackie Dalueg or fax to 507-354-8225.

The check should be made out to Martin Luther College. Indicate on the check it is for the Spanish Immersion Program. For information on credit card payments, contact Jackie Dalueg at 507-354-8224.