

Broadreach, Inc. and Academic Treks and Academic Treks College

In consideration of the services of Broadreach/Academic Treks/Academic Treks College, participant's payment of fees, and other valuable consideration, participant and parent/s or guardian/s (collectively 'parent/s') acknowledge and agree as follows:

Enrollment and Additional Forms

After we (Broadreach/Academic Treks/Academic Treks College, referred to in these Terms of Agreement as Broadreach) receive your application and deposit we will contact you to confirm your enrollment. We will then provide you with access to our Communication Agreements & Documents via our online parent portal or by email including, but not limited to a Broadreach Participant Medical Record and Acknowledgment and Assumption of Risk and Release and Indemnity Agreement. These documents contain important information about the program activities, the risks associated with the program activities and your responsibilities. Please read these forms carefully. All forms must be completed and signed by participant and parent/s. Final acceptance to the program/s is contingent on Broadreach's timely receipt and review of all required forms.

Deposit, Tuition, Cancellation and Return

- A \$1000 deposit is required to secure a spot on a Broadreach trip. The deposit is 75% refundable until January 15, 2009. All fees including tuition and deposits are nonrefundable for any reason after January 15, 2009. If you submit your deposit after January 15, 2009, your trip deposit and tuition is 75% refundable for up to five days after securing/holding a spot on a Broadreach trip.
- Final trip tuition is due March 1st or if enrolling after March 1st final trip tuition is due twenty one days after securing your trip spot. Trip tuition and account balances will be considered past due/late if not received in full by March 10, 2009 or twenty one days after securing your trip spot (when enrolling after March 1st). I agree and authorize Broadreach to automatically charge the credit card or echeck (ACH checking account) provided, any unpaid account or tuition balances. A 2.8% late fee will apply to balances considered past due. By submitting this application, I authorize Broadreach to charge my credit card or bank account and agree to these financial terms. I understand I can change payment method, credit card or bank information, or cancel in writing this automatic payment of past due account or tuition balances, subject to these terms and cancellation policy. Broadreach will attempt to send a courtesy tuition reminder and past due notice 5 days before your account becomes past due, but Broadreach will not be required to do so. Broadreach will send a notice/confirmation of any charges to your credit card or bank account.
- Broadreach reserves the right to cancel unpaid applicants whose full tuition is more than 30 days past due, with no return of fees. A paperwork late fee of \$100 will be charged if the paperwork is not completed by May 1, 2009. Switching courses may be possible through May 15, 2009 and a \$100 administrative fee may apply.
- I authorize Broadreach to charge my credit card or echeck (ACH checking account) provided for any gear deposits, college credit if chosen, purchases or rental fees. Prior to the trip, I authorize Broadreach to charge my credit card or echeck (ACH checking account) for a refundable \$100 of emergency money for unanticipated expenses not covered in your tuition include medical, phone usage, lost or damaged gear, fees related to early departure or travel delay. In the event that these charges exceed \$100, I further authorize Broadreach to charge my credit card or echeck (ACH checking account) for these additional expenses. Broadreach will notify parents via phone or email if we charge for unanticipated expenses.
- Due to program scheduling and design, any participants attempting to arrive after the program start date will not be permitted to join the trip and will be considered canceled. However, if late arrivals are accepted, additional charges will apply.
- The seasonal nature of the program precludes any tuition refund or reduction for late or nonarrival, dismissal, early departure, or participant cancellation for any cause (whether resulting from a decision made by participant, parent, participant's physician, Broadreach or otherwise), including tuition paid for a subsequent Broadreach trip. If participant is scheduled for a subsequent trip, the subsequent trip is cancelled with no refund of tuition for any reason. Written notification of cancellation is required. Further, participant and parent/s are responsible for any and all costs of early departure (in the case of interns, outside the scope of protections and benefits that may be afforded to intern under North Carolina workers' compensation laws) whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but may not be limited to: medical evacuation and costs, medical treatment, air transportation (including cancellation, new ticket or rescheduling fees), train, taxi or bus fare, meals, accommodations, phone calls, compensation and expenses for staff who may accompany participant, costs not covered by insurance including post departure costs related to participation.
- In the event a participant is sent home early, they may be traveling from and/or to a different airport than their original itinerary. Parent/s should understand that participants leaving early for any reason will not be accompanied by staff on any part of their trip home. In addition, if parent/s cannot be reached when and if their teen returns home early, parent/s authorize Broadreach to communicate, notify and release participant to the Emergency Contact person designated.
- A spot on a Broadreach trip is nontransferable and cannot be sold.
- Broadreach reserves the right to cancel or alter some aspect of a program, including program itinerary, trip dates, location or duration, as a result of unforeseen circumstances, or for any other reason. Broadreach reserves the right to cancel any trip because of inadequate enrollment that makes the trip economically unfeasible to operate. In this event, we will refund your tuition paid. However, we are unable to refund any tuition following trip cancellation that results from factors including but not limited to terrorism, natural disaster, or other major global events and therefore recommend you purchase third party travel insurance. Broadreach is not responsible for costs incurred by a participant's family in preparing for a program that is altered or cancelled.
- Whether, for any reason, a participant cancels, arrives late, is dismissed, departs early, or chooses to return home early from the program, or a program is altered or cancelled, for any reason, Broadreach is not liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the participants Broadreach departure/arrival city. In addition, please note that Broadreach is not responsible for airline fees or costs related to reservation rescheduling, changed or cancelled flights, missed flights, or lost baggage, regardless of fault, whether those fees relate to the participant's planned arrival or departure on a Broadreach program.

Photo, Recording and Report Release ; Internet Postings

Participant and parent/s authorize Broadreach, and/or parties designated by Broadreach, to take and use photos, videos, recordings, statements and/or written reports which may include the participant or be taken of or by the participant, in any manner Broadreach desires, for advertising, display, educational, audiovisual, exhibit, or other use. Please note: Broadreach encourages participants and their families to 'spread the good word' about their experiences on program. At the same time, we expect Broadreach participants and their parent/s to respect our company, and not to disparage Broadreach in postings on the internet (including MySpace, Facebook, YouTube, or other sites). Also, Broadreach websites and information contain copyrighted materials, trademarks, protected trade names and logo/marks that are the sole property of Broadreach, and (other than downloading or printing for personal use), may not be copied, broadcast, disseminated or publicized in any way, without Broadreach's written permission.

Medical Treatment

Participant and parent/s authorize Broadreach staff, representatives, contractors or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility and to provide treatment they consider necessary for participant's health. Participant and parent/s agree that Broadreach has no responsibility for medical care provided to participant, and agree to pay all costs associated with that care and transportation (in the case of interns, only those costs that are outside the scope of protections and benefits that may be afforded to intern under North Carolina workers' compensation laws). Participant and parent/s acknowledge that medical services and facilities in foreign countries may be primitive and inadequate, and may not be readily available or accessible.

Insurance

Broadreach requires parent/s to purchase travel insurance including travel medical insurance for the participant's Broadreach trip. Also, Broadreach recommends that parent/s purchase additional trip insurance to cover potential losses in light of Broadreach's strict no refund policy, and the potential for a variety of additional costs in the event applicant is unable to attend or complete their trip for any reason. Parent/s understand they are responsible for all costs associated with the above risks, including but not limited to medical evacuation and care or treatment of their child, while on program or otherwise, including those costs that may not be covered by their purchased insurance, or their own personal insurance. Parent/s are responsible for reviewing any purchased insurance and their own personal insurance to understand their medical and other coverage, and to check that their participant's personal effects is covered for loss, theft or damage. NOTE: Please contact our office immediately if the applicant has asthma, diabetes, a heart condition, a history of counseling, therapy and/or psychological conditions that could affect their ability to participate, to start our medical review process and purchase special insurance within 7 days of enrollment.

Equipment Loss or Destruction

Parent/s will be held financially responsible (and will be required to reimburse Broadreach) for their child's willful or accidental destruction or loss of any Broadreach equipment/property. This may include sharing in the responsibility for the group's collective responsibility for willful equipment/property destruction or loss. In addition, Broadreach is not responsible for a participant's lost stolen or damaged personal belongings.

- **Use, Including Rental or Purchase** - I agree to inspect all equipment used, including equipment rented or purchased from Broadreach, and notify Broadreach of any apparent defects or problems with the equipment before use. If I am purchasing new or used equipment for my son or daughter, I agree I am responsible for reviewing and retaining all manufacturer information, including product instructions and warning available from the manufacturer (via the internet or otherwise). I understand that participant's use (including use, rental or purchase of Broadreach equipment or use of participant's own equipment) of any equipment is included within the scope of – and expressly subject to the terms of – the Broadreach Acknowledgment and Assumption of Risks & Release and Indemnity Agreement. Please review that Document carefully in regard to the use of this equipment, associated risks, and you and your child's responsibilities. **In addition, if we are purchasing or renting equipment from Broadreach, I agree that we are purchasing or renting the equipment 'AS-IS', and understand that Broadreach disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment.**

Maintaining a Healthy Atmosphere

Both parent/s and participant must understand that for the health, safety and welfare of all members of a Broadreach trip, participants must abide by Broadreach rules and policies. Broadreach reserves the right to refuse acceptance to the program, or dismiss any participant from the program that staff believes, in their discretion, is injurious to him/herself or others, presents a safety concern or medical risk, is disruptive, or otherwise conducts him/herself in a manner detrimental to the program. Conduct that Broadreach considers detrimental to the program, and which can lead to early dismissal includes but is not limited to: misuse or distribution of prescription or non-prescription drugs, use or distribution of illegal drugs, tobacco products or alcohol; lack of engaged participation in, or inability to fulfill academics and/or trip goals or requirements; inappropriate language and sexual innuendos; continued homesickness; pregnancy; attempted suicide; sexual activity; sneaking out; theft; falsifying or not disclosing medical records; or not respecting local cultures/customs. Most trip activities should not be too difficult for most teens in average physical condition. However, even if a participant is accepted on a program, parent/s and their son or daughter, in conjunction with their physician, should consider whether Broadreach programs and activities are an appropriate match for them. Please see the Broadreach Participant Medical Record and Broadreach Acknowledgment and Assumption of Risks & Release and Indemnity Agreement for further details.

Participant Agreement

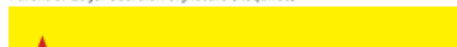
The group atmosphere is very important to any Broadreach experience. Participants are expected to be motivated, respectful to peers and staff, positive, physically fit, willing to shoulder responsibilities, participate actively in activities, refrain from misuse or distribution of prescription or non-prescription drugs or use of or distribution of any illegal or prescription drugs, alcohol, or tobacco products and refrain from engaging in any sexual activity. Although Broadreach doesn't impose strict rules of conduct, actions detrimental to the group or our healthy atmosphere as described above (including being in the company of those violating our rules) may result in dismissal.

Parent/s: We have read, understand and agree to accept and abide by these terms and Broadreach policies. Parent/s agree that participant has permission to participate in all Broadreach activities, whether conducted by Broadreach staff or by Broadreach's outside contractors. We agree that North Carolina state law (without regard to its conflict of laws rules) governs these Terms of Agreement and all other aspects of our relationship with Broadreach, and that any mediation, suit, or other dispute we may have with Broadreach must be filed or entered into only in a place of business or state or federal court located in North Carolina. We agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable North Carolina mediator.

The participant's parent may complete the electronic signing process to electronically accept the Broadreach Application and Terms of Agreement outlined above. I agree that whether I choose to electronically accept or sign a printable version of the Broadreach Application and Terms of Agreement, I am entering into a legally binding contract with Broadreach.

Parent or Legal Guardian Signature (Required)

Date





SIGN HERE