



Sea Education Association, Inc.

## SEAScape Student Contract

Name \_\_\_\_\_  
*Please print clearly*

For office use only:  
CLASS:

This document includes an informed consent provision and a liability waiver and release. It has important legal consequences.

PLEASE READ IT CAREFULLY AND COMPLETELY.

It is important that students and parents have full understanding of, and be in agreement with the overall SEA philosophy, ideals and goals related to group living and community involvement.

I understand SEA's program is an active, outdoor, group living experience of a positive and constructive nature. The program requires full and complete participation from all students. I further understand that SEA is not a therapeutic program or treatment center.

I understand SEA reserves the right to determine whether or not a child is able to meet the physical and emotional rigors of camp life. I understand that SEA relies upon the information contained in this application form, medical information and other forms provided on behalf of the child. The parent or guardian signing this document assumes all risk of loss arising from information that may not be accurate or complete and agrees to indemnify SEA, its officers, directors, successors and assigns against all claims for loss, damage or injuries sustained to the child and relating to such incomplete or inaccurate information.

### I. FINANCES

**A. Tuition and Fees** are due and payable in full no later than sixty (60) days prior to matriculation. Tuition and fees are reviewed annually and subject to change. SEA will make all reasonable attempts to notify you when changes are made. A Deposit of \$300 is required to secure your place in a SEA program. It must be received on or before the deadline noted in the acceptance letter.

**B. Refund Policy.** Students must notify SEA in writing of their intent to withdraw from the program. Refunds will be made according to the following schedule: Full refund, less \$300 deposit, for withdrawals 61 days or more before program start date. Fifty percent refund, less \$300 deposit, for withdrawals 60-31 days before program start date. No refund for withdrawals 30 days or less before program start date or after program has begun. Tuition owed is not cancelable, under any circumstances, including dismissal during the program.

**C. Other Expenses** for which you are personally responsible include the cost of your travel to and from Woods Hole.

### II. MEDICAL CARE, HEALTH INSURANCE, AND RELATED TOPICS

**A. Physical Examination.** The unique challenges of SEA's program necessitate that you be in good physical condition and sound psychological health. To this end, you must obtain prior medical clearance. At least thirty (30) days before your program begins, you must complete and return your SEA Medical Record. Upon arrival at SEA you must update us regarding any changes since that record was submitted. Failure to fully disclose medical or psychological conditions may result in your being required to withdraw from the program.

**B. Insurance.** You must provide evidence of adequate health insurance coverage for any medical conditions that may develop as a result of accident, illness or otherwise. Your coverage should also include the cost of emergency care in Massachusetts.

**C. Medical Expenses.** You are responsible for any medical expenses. If SEA pays such expenses on your behalf, whether under emergency conditions or otherwise, and whether such payment is made with or without your permission, you agree to reimburse SEA for all such expenses.

**D. Authorization to SEA and Others to Act in an Emergency.** You hereby authorize SEA to act on your behalf in the event that you become physically or psychologically ill or injured and are unable to provide informed consent for medical treatment. You further authorize SEA, and/or any physician or emergency personnel to hospitalize or otherwise secure proper treatment for you, and to authorize or order injections, anesthesia, surgery or other medical treatment as may appear appropriate under the circumstances as determined by SEA. In the event of a medical emergency, SEA will make a good faith effort to contact your parents, guardian or other next of kin.

**E. Permission to Disclose Medical Records and Personal Information.** It may be necessary for SEA to disclose your medical records and personal information to SEA staff members and to anyone involved in your medical care that needs the information (e.g., physicians, hospitals, emergency personnel, or other persons or entities involved in providing you with medical care or assistance). By signing this Contract you are giving SEA permission to do so on a reasonable need-to-know basis. You are also authorizing SEA to disclose such information to your parents, guardian or other next of kin in an emergency situation.

### III. ACADEMIC AND STUDENT POLICIES

**A. Code of Conduct.** One of SEA's goals is to encourage all students to live, learn and work together as responsible members of the SEA community. By signing this Contract, you are acknowledging that you understand this and agree to be a respectful member of the SEA community. You are also agreeing to abide by SEA's Code of Conduct. The Code of Conduct includes, but is not limited to, the following:

**Academic Integrity.** SEA exists primarily to sustain the pursuit of knowledge, which is possible only in an environment of academic integrity. Your agreement to comply with our philosophy of academic honesty (including not plagiarizing or cheating) is essential. Violation of a provision of the Academic Integrity component of the Code of Conduct may result in dismissal from the program.

**Drug and Alcohol Policy.** SEA seeks to provide a safe and comfortable atmosphere in which students can make informed and responsible decisions. To this end, SEA prohibits the use, transfer or possession of any controlled drugs or drug paraphernalia. SEA also prohibits anyone under the age of 21 from possessing or drinking alcohol. By signing this Contract, you are agreeing to SEA's right to dismiss you for violations of SEA's Drug and Alcohol Policy, including but not limited to your refusal to comply with any requested test. You are also authorizing SEA to inform your parent/guardian about any alcohol or drug policy infraction.

**Smoking.** Students are not allowed to smoke while participating in SEA's high school program. This policy extends throughout the duration of the program.

**Sexual Harassment and Discrimination** of any type, by anyone in the SEA community, including employees, students or visitors, is completely unacceptable and will not be tolerated at any work or learning location. SEA is committed to providing a work and educational environment free of sexual harassment, sexual violence/assault and harassment based on gender or sexual orientation. Infraction will result in dismissal.

### IV. MISCELLANEOUS PROVISIONS

**A. Illegal Conduct.** In the event that SEA reasonably believes you have engaged in or are about to engage in any form of illegal conduct, SEA may, in its sole discretion, report the situation to the appropriate authorities.

**B. Applicable Law.** This Contract shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. This provision is not intended to displace any applicable federal law or regulation.

**C. Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, attorneys, insurers, parents, subsidiaries, successors, assigns, and affiliates.

**D. Severability.** If any provision of this Contract is held ineffective, invalid or contrary to public policy or any law, the validity of the remainder of this Contract shall not be affected thereby.

## CERTIFICATE OF UNDERSTANDING AND AGREEMENT

I agree to personally **ASSUME ALL RISKS** of injury, illness, death, or other harm or damages which may occur in connection with this activity. I also agree that I will assume all responsibility for any costs and medical expenses that I may incur or that others may incur on my behalf as a result of my participation.

I agree that, except as provided below, I will not assert against SEA, its trustees, officers, agents, managers, teachers and other employees (collectively, "SEA"), and will hold SEA harmless from, any and all claims for injury, illness, death, costs, medical and other expenses, or any harm that may result to me in connection with my participation in an SEA program.

This waiver specifically includes claims for injuries, illness or death that are solely or partially caused by any acts or omissions of SEA that are claimed to be negligent or to give rise to liability without fault, however the legal theory may be categorized.

I do not, however, agree to waive any claim for injury or death caused by SEA's gross negligence or willful recklessness, as that would be unfair and contrary to the laws of Massachusetts.

I understand that this Liability Waiver and Release forms part of this Contract and that I am expressly waiving certain legal rights.

I certify that I have read, fully understand and agree to this Student Contract. I understand the risks that are referred to above. I have decided that I am willing to accept and run those and any other risks inherent in the SEA program.

I understand that my signing of this Contract will have significant legal consequences and that by doing so I am waiving or limiting certain legal rights that I might otherwise have.

I acknowledge that, before signing this Contract, I had the opportunity to request further information from SEA about any of the subjects that are discussed in the Contract. I also understand that, as with any contract, I have the right to seek independent legal advice if I so choose.

**I agree that I have read and considered the Contract carefully and am signing it voluntarily.**

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*Print Student Name Clearly*

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*Signature of Student (required)*

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*Date*

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*Print Parent/Guardian Name Clearly*

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*Signature of Parent/Guardian (required)*

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*Date (required)*

**SIGNED DOCUMENT must be returned to SEA with deposit to hold space.**

**SEA Student Services, P.O. Box 6, Woods Hole, MA 02543**