

This is a legal contract. Read it carefully before signing it.

YOUTH AMBASSADOR AGREEMENT



THIS YOUTH AMBASSADOR AGREEMENT (“Agreement”) dated _____ is between the Phoenix Sister Cities (the “PSC”) and me, _____ (“Ambassador”).

I applied to participate in the PSC Youth Ambassador Exchange Program (“YAEP”). After consulting with my parent(s) or guardians(s), and to ensure full and safe participation for both me and the student that my family may host (“Guest”), I acknowledge and agree to the Terms and Conditions below.

This agreement and any related riders and addenda shall not become effective unless and until I receive a separate written notice advising me that I have been selected to participate in the YAEP, after which I timely return a completed and fully signed PSC Confirmation form.

I have read and initialed the Release of Liability in Section 10 of this Agreement and have read and signed the attached Alcohol and Controlled Substance Rider.

Ambassador’s Signature

PARENT GUARANTEE

(Must be signed by all parents and custodial guardians of Ambassador)

I, _____ (and _____), the parent(s) and/or legal guardian(s) of Ambassador (“Parent”), guarantee Ambassador’s fulfillment of his/her obligations pursuant to this Agreement and the attached Alcohol and Controlled Substance Rider.

[If only one parent’s or guardian’s signature is provided] I represent and warrant that I am not married, and that I am the sole parent or guardian of Ambassador. This representation and warranty will survive the termination of this Agreement.

Parent/Guardian Signature

Parent/Guardian Signature

TERMS AND CONDITIONS

I. Ambassador’s Responsibilities.

A. Participation. As part of my participation in the YAEP, I will be traveling to the Sister City where I will stay with a family in that Sister City (“International Host”) for approximately three weeks during this upcoming summer. I acknowledge that PSC has the right to change the Sister City to which I am assigned to travel. I acknowledge that as a YAEP participant, I must attend all mandatory YAEP functions, including but not limited to, the Youth Ambassador Academy and PSC volunteering events, and that I may be hosting an ambassador from the Sister City or

another location at my home for approximately three weeks during this upcoming summer. I acknowledge that I am expected to participate in Phoenix-area YAEP events upon my return from the Sister City. I agree to submit all documents and payments required by the YAEP in a timely fashion in accordance with schedules published from time to time by PSC.

B. Code of Conduct. I understand that I am representing the City of Phoenix and will act accordingly. I understand that at all times while I am participating in the YAEP I will act with dignity and do nothing

which could bring shame to, nor reflect negatively upon, myself or the City of Phoenix.

To that end, I have read, signed and will abide by the Youth Ambassador Exchange Program Code of Conduct and the Sexual Harassment Policy as adopted by PSC from time to time (the "Code of Conduct"). I agree that my obligations under the Code of Conduct are considered to be additional terms of this Agreement. I understand that PSC will treat any failure to abide by the Code of Conduct as a serious breach of this Agreement.

I agree to abide by any additional rules as established by PSC from time to time. I also agree that I will abide by United States and Arizona law, *even while in the Sister City*, as well as all laws that apply where the Sister City is located. I will similarly abide by the reasonable rules of the host family with whom I am staying and those of PSC's organizational counterpart in the Sister City.

I agree that if I host any gathering in my home that is attended by YAEP participants, I will ensure that all attendees of the gathering, whether or not YAEP participants, abide by all applicable laws, the Code of Conduct and any additional rules as established by PSC from time to time. Additionally, if I invite any person who is not a YAEP participant to any gathering attended by YAEP participants, regardless of whether such gathering is YAEP sponsored or related, I will ensure that such person abides by all applicable laws, the Code of Conduct and any additional rules as established by PSC from time to time.

C. Being a Host. I acknowledge and accept responsibility for the well-being, safety and activities of Guest. To that end, I will use my best efforts to 1) help him or her understand and abide by our laws, the Code of Conduct and other rules that may be established by PSC from time to time; 2) make Guest's visit to Phoenix rewarding and enjoyable for him or her; 3) know the whereabouts of Guest at all times; 4) assure that Guest is oriented and in contact with me or with other responsible members of the YAEP group at all times; and 5) assist with putting on YAEP events in Phoenix.

D. International Host. I acknowledge that my International Host may be of another race, religious preference or sexual orientation who may have only minimal ability with my language, and who may have customs with which I am unfamiliar. I acknowledge that I am expected to use my best efforts to adapt to

these differences and PSC will not be liable for any expenses incurred by me or Parent due to my unwillingness to adapt to these differences. In the event that my International Host is not fulfilling its duties under the YAEP by not providing adequate lodging, meals or transportation or I have an irresolvable conflict with them, I will contact PSC immediately and PSC will take reasonable steps to attempt to resolve the problems or try to have me placed with another host in the Sister City.

2. Expenses.

A. Deposit. I will pay PSC the required deposit (the "Deposit") within 10 days of the execution of this agreement. Portions of the Deposit will be applied to pay for a family membership for me in PSC, and to pay for other expenses. The remainder of the Deposit will serve as confirmation of my participation in the YAEP and is subject to refund to me upon my successful completion of the YAEP. The amount of the deposit and the refundable portion are as set out in the current schedule of "Estimated Expenses" posted by PSC on-line. The Deposit may be forfeited upon my breach of this Agreement. The determination of whether the Deposit is refundable is at the sole discretion of PSC.

B. Airfare. I understand that I will be traveling to the Sister City by airplane and that PSC will make all arrangements for air travel on my behalf. I am responsible to pay the amount of the airfare and associated expenses to PSC when billed. In the event that I incur additional travel expenses for any reason not attributable to the gross negligence of PSC, including but not limited to, my missing my flight to the Sister City or returning home from the Sister City, or my returning early due to misconduct or otherwise, I acknowledge that I will 1) be responsible for any additional costs; and/or 2) reimburse PSC for any contributions it has made toward my airfare.

C. Passport, Visa and Immunization. I am responsible for timely obtaining a passport and all passport related expenses. PSC will obtain any visa that may be required for my travel in or to the Sister City. I am responsible for obtaining any immunizations required in order to travel to the Sister City. I agree to provide PSC with a copy of documentation of my immunizations and will carry a copy of this documentation with me when I travel to the Sister City in order to help medical personnel in the event I require medical treatment during my stay in the Sister City.

D. Scholarships. In the event that I apply for scholarship from PSC, I understand that funds are limited, and that application does not guarantee that scholarship will be granted to me, regardless of the timing of my application, and without regard to the receipt or treatment of applications for scholarships by others. If I receive a scholarship, I understand that any scholarship awards will not be paid directly to me, but will be applied against costs for which I am responsible.

3. Travel. I understand that, while PSC will provide instructions for my travel and will make all arrangements for my travel to and from the Sister City, PSC will not be liable for any harm resulting from an unforeseen event that occurs during my travel. Unforeseen events include, but are not limited to, my missing a flight connection, cancelled flights, delays, International Host's failure to provide my transportation to or from the airport in the Sister City and my failure to pass through customs. I agree to travel to and from the Sister City when and how I am scheduled.

4. Insurance. PSC makes available traveler's and baggage insurance for me that will provide coverage for unexpected travel expenses, such as emergency medical expenses and lost baggage ("Traveler's Insurance"). I agree to subscribe to the Traveler's Insurance and to pay PSC the applicable insurance premium for the coverage and to pay the amounts of applicable deductibles or co-payments, if any. I further agree to fully cooperate with PSC and its insurer in the event a claim or incident that could result in liability to PSC occurs. Nothing in this paragraph prevents me from obtaining additional travel or medical insurance coverage of my choosing.

5. Travel Advisory Waiver. I have reviewed the travel alerts and warnings, if any, available from the United States State Department in regard to the Sister City. I acknowledge that I have had the opportunity to ask questions and seek advice from third parties concerning safety and security issues concerning travel in the areas in which I may be traveling. I agree to assume all risk of harm, including personal injury, my death or the loss of or damage to my property, which may arise incident to my travels to, from, within and about the Sister City.

6. Customs. I will abide by all customs regulations of the United States and of the nation(s) I visit, including the customs regulations of any nation in which I make a connection or a stopover. I acknowledge that in the event I have problems at Customs, PSC will not be liable for any harm that may occur as a result.

7. Personal Information. I acknowledge and agree that PSC may disclose my entire YAEP application to my International Host and to PSC's counterpart organization in my Sister City, and that PSC may further disclose my name, address, email address and telephone number to current and future participants in the YAEP. Additionally, I acknowledge and agree that I may be photographed or recorded during my participation in YAEP activities and I give PSC all right, title and interest in such photographs, and the right to publish my name and likeness in connection with published materials, promotions and public relations on behalf of the YAEP and/or PSC. I understand that my likeness will only be used to further the cultural exchange mission of the YAEP. I hereby grant PSC, its successors, and those acting with its authority and permission the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and to use, re-use, publish and re-publish pictures of me or in which I may be included, in whole or in part, whether clear, distorted or altered, and reproductions of such pictures, through any medium, for illustration, promotion, art, editorial, advertising or other legal purpose. I also consent to any printed matter used in conjunction with such images. I waive any right to review or pre-approve any such use, and I hereby release and agree to hold PSC, its successors, and those acting with its authority and permission harmless from any liability for use of such images or due to alteration, distortion, optical illusion or composition, whether intentional or otherwise.

8. Consent to Criminal Background Check. I acknowledge and agree that, if I am age 18 or over, PSC may run a criminal background check on me. I agree to provide PSC with my social security number and any other personal data that may be necessary in order to effectuate such a check. I further agree that PSC may terminate my participation in the YAEP based upon information disclosed by such background check, the determination of which is solely at the discretion of PSC, and is without regard to actions taken in the past with respect to other program participants.

9. False Information. I acknowledge that if application information submitted by me or by my parent(s) and/or guardian(s) is found to have been false, PSC may a) dismiss me from the YAEP; b) require me to forfeit my Deposit; and/or c) require me to reimburse PSC for any scholarship PSC may have contributed toward my participation in the YAEP.

10. Release of Liability. In consideration of PSC's undertaking of the responsibilities and liabilities discussed in this agreement, I, on behalf of myself, my parent(s) and/or guardian(s), my heirs, or personal representatives,

do here now and forever release, discharge, hold harmless and indemnify PSC, the City of Phoenix and their respective agents, volunteers, contractors, subsidiaries, affiliates, successors, shareholders, officers, directors, representatives and employees from any and all liability, claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in the YAEP, including any injuries or death that may result. I understand that PSC takes great care to send its Youth Ambassadors to safe places and to place them into safe situations; however, I also understand that PSC cannot and does not promise or guarantee my safety and security from injury or loss, or against the effects of the criminal actions of others. Furthermore, I agree that PSC will not be liable for any damage or injury to me or my personal property arising from casualty or theft occurring while I am participating in the YAEP. I agree to indemnify PSC and hold it harmless from all claims, costs and expenses arising from injury to me or to my property. I acknowledge and agree that I am responsible for protecting myself and my belongings.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS SECTION IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT AND INITIALING THIS CLAUSE, I AM WAIVING ANY RIGHT I, MY PARENT(S) AND/OR GUARDIAN(S) OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR TO ASSERT A CLAIM AGAINST PSC OR THE CITY OF PHOENIX FOR ITS NEGLIGENCE OR THAT OF ANY AGENTS, CONTRACTORS, VOLUNTEERS, OFFICIALS OR EMPLOYEES. I ACKNOWLEDGE THAT I AM SIGNING THIS FORM FREELY AND VOLUNTARILY, AND I EXPRESSLY INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Initials _____

II. Indemnity. I indemnify PSC against, and will pay on behalf of PSC, Losses in any Proceeding brought as a result of my participation in the YAEP or as a result of my breach of this Agreement. I will indemnify PSC to the full extent authorized or permitted by Arizona law. For purposes of this Section 12:

“Losses” means all expenses (including attorney’s fees), damages, judgments, fines and amounts paid in settlement actually and reasonably incurred by PSC;

“Proceeding” means any threatened, pending or completed civil, criminal, administrative, or investigative action, or suit; and

“PSC” means PSC, its employees, agents and volunteers.

A. Exclusions from Indemnification. I will not indemnify PSC if liability arises as a result of PSC’s willful misconduct or gross negligence or if Arizona law prohibits indemnification. I am not obligated to indemnify PSC in connection with a Proceeding initiated by PSC unless the Proceeding was authorized or permitted by me or the Proceeding is to enforce a right to indemnification under this Agreement.

B. Notice. PSC will promptly notify me in writing of a Proceeding and will provide reasonable cooperation and authority to defend or settle the Proceeding.

C. Settlement. I am not obligated to reimburse the costs of a settlement unless I have agreed to the settlement.

D. Offset for Other Payments. I am not liable to make any payment under this Agreement for a Loss if the Loss is paid on my behalf from insurance or any other source.

E. Attorney’s fees. If either I or PSC bring an action to enforce rights or to collect monies due under this Section 12, the prevailing party is entitled to recover reasonable fees and expenses, including attorney’s fees, costs and expenses, incurred in such action.

12. Default. I understand that if I fail to fulfill my responsibilities under this Agreement, PSC may a) dismiss me from the YAEP (which may result in my immediate return from the Sister City at my own expense); b) require me to forfeit my Deposit; c) require me to reimburse PSC for any contributions toward my participation in the YAEP; d) require me to reimburse PSC for any scholarship I may have been awarded and/or e) impose other reasonable forms of discipline, including but not limited to requiring me to volunteer time to PSC in addition to what is already required by the YAEP. I understand that PSC may take these actions without regard to disciplinary actions taken by PSC at any time with respect to others.

13. Governing Law; Amendment; Assignment. This Agreement will be enforced in accordance with Arizona law. This Agreement may be amended only by a writing signed by both parties. This Agreement is not assignable by either party.

14. Entire Agreement. This constitutes the entire agreement between me and PSC and supersedes all prior agreements, understandings and representations relating to the same subject matter, whether written or verbal.

15. Severability. If a term, provision, covenant, agreement or condition of this Agreement is held to be void, invalid or unenforceable, the same will not affect any other portion of this Agreement and the balance of the Agreement shall remain in full force and effect.

16. Force Majeure. PSC will not be liable for any failures in performance due to circumstances beyond its reasonable control which could not be avoided by the exercise of due care.

17. Number, Gender. When the context of this Agreement requires, the gender of all words shall be deemed to include both the masculine and the feminine and the number of all words shall include the singular and plural.



PARENT ADDENDUM

(Must be executed by all parents and/or legal guardians of Ambassador)

B

This Addendum to the Youth Ambassador Agreement dated _____ is between the Phoenix Sister Cities (“PSC”) and me, _____ (and _____), the parent(s) and/or legal guardian(s) of _____ (“Ambassador”). I acknowledge and agree to the Terms and Conditions below, which I understand are a part of this Agreement.

I acknowledge that this agreement and any related riders shall not become effective unless and until Ambassador receives a separate written notice advising that (s)he has been selected to participate in the YAEP, after which Ambassador and I timely return a completed and fully signed PSC Confirmation form.

I have read and initialed the Release of Liability in Section 7 of this Agreement and have read and signed the attached Alcohol and Controlled Substance Rider.

[If only one parent’s or guardian’s signature is provided] I represent and warrant that I am not married, and that I am the sole parent or guardian of Ambassador. This representation and warranty will survive the termination of this Agreement.

Parent/Guardian Signature

Parent/Guardian Signature

TERMS AND CONDITIONS

1. **Background.** I am the parent(s) and/or legal guardian(s) of Ambassador.

2. **Permission.** Ambassador has my permission to participate in the YAEP. I understand that some YAEP activities involve travel to destinations outside of Phoenix.

3. **Parent’s Responsibilities.** I herewith guarantee the payment of all amounts due to be paid by the Ambassador to PSC. I agree to make a concerted effort to ensure that Ambassador attends all mandatory YAEP functions, including but not limited to the Youth Ambassador Academy and PSC volunteering events.

I will also assist with other facets of the YAEP by doing one or more of the following during March through August of this year as prescribed by PSC: providing refreshments at a YAEP-sponsored event, chaperoning at a YAEP-sponsored event, providing transportation to the airport or to YAEP activities for YAEP participants and soliciting donations for the YAEP.

4. **Conduct,** I agree that if I host any gathering in my home that is attended by YAEP participants, I will ensure that all attendees of the gathering, whether or not YAEP participants, abide by all applicable laws, the Code of Conduct and any additional rules as established by PSC from time to time. Additionally, if I or Ambassador invite any person who is not a YAEP participant to any activity

attended by YAEP participants, regardless of whether such event is YAEP sponsored or related, I will ensure that such person abides by all applicable laws, the Code of Conduct and any additional rules as established by PSC from time to time.

5. **Medical Care.** In the event that Ambassador requires medical care, including vision and/or dental care (“Medical Care”) while participating in the Program, either Ambassador or I shall notify PSC as soon as possible, and I authorize PSC to either a) contract for Medical Care; or b) confer their right to secure Medical Care for Ambassador to their organizational counterpart in the Sister City. In the event that Ambassador requires emergency Medical Care while in the Sister City, I give International Host and/or PSC’s international organizational counterpart permission to seek emergency Medical Care for Ambassador. I understand that while PSC has asked International Host to contact PSC before seeking non-emergency treatment for Ambassador. PSC cannot be held liable for any harm that may occur to Ambassador in the event that International Host or PSC’s international organizational counterpart does not do so. I understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care, and that it is given to provide International Host and PSC the authority to seek necessary medical treatment for Ambassador. I understand that whenever possible, PSC will make a good faith effort to contact me before seeking medical treatment for

Ambassador. If this is not possible, I understand that PSC will notify me as soon as possible of any and all occurrences necessitating medical treatment, as well as all diagnoses and treatments. In all events, I acknowledge that I am financially responsible for all medical costs incurred.

6. Scholarship. I certify on penalty of perjury that any information I provide on the YAEP Scholarship Application is true. I understand that if PSC learns that any of the information in the application is false, I will be in default of this Agreement.

7. Release of Liability. In consideration of PSC's undertaking the responsibilities and liabilities discussed in this agreement, I, on behalf of myself, my heirs, or personal representatives, do here now and forever release, discharge, hold harmless and indemnify PSC, the City of Phoenix and their respective agents, volunteers, contractors, subsidiaries, affiliates, successors, shareholders, officers, directors, representatives and employees from any and all liability, claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with Ambassador's participation in the YAEP, including any injuries or death that may result. I understand that PSC takes great care to send its Youth Ambassadors to safe places and to place them into safe situations; however, I also understand that PSC cannot and does not promise or guarantee the safety of Ambassador and security from injury or loss, or against the effects of the criminal actions of others. Furthermore, I agree that PSC will not be liable for any damage or injury to Ambassador or Ambassador's personal property arising from casualty or theft occurring while Ambassador is participating in the YAEP. I agree to indemnify PSC and hold it harmless from all claims, costs and expenses arising from injury to Ambassador or to Ambassador's property.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS SECTION IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT AND INITIALING THIS CLAUSE, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR TO ASSERT A CLAIM AGAINST PSC OR THE CITY OF PHOENIX FOR THEIR NEGLIGENCE OR THAT OF ITS AGENTS, CONTRACTORS, VOLUNTEERS, OFFICIALS OR EMPLOYEES. I ACKNOWLEDGE THAT I AM SIGNING THIS FORM FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Initials _____

Initials _____

8. Indemnity. I indemnify PSC against, and will pay on behalf of PSC, Losses in any Proceeding brought as a result of a) Ambassador's participation in the YAEP; b) Ambassador's breach of this Agreement; or c) my breach of this Parent Addendum. I will indemnify PSC to the full extent authorized or permitted by Arizona law. For purposes of this Section 7:

"Losses" means all expenses (including attorney's fees), damages, judgments, fines and amounts paid in settlement actually and reasonably incurred by PSC;

"Proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, or suit; and

"PSC" means PSC, its employees, agents and volunteers.

A. Exclusions from Indemnification. I will not indemnify PSC if liability arises as a result of PSC's willful misconduct or gross negligence or if Arizona law prohibits indemnification. I am not obligated to indemnify PSC in connection with a Proceeding initiated by PSC unless the Proceeding was authorized or permitted by me or the Proceeding is to enforce a right to indemnification under this Agreement.

B. Notice. PSC will promptly notify me in writing of a Proceeding and will provide reasonable cooperation and authority to defend or settle the Proceeding.

C. Settlement. I am not obligated to reimburse the costs of a settlement unless I have agreed to the settlement.

D. Offset for Other Payments. I am not liable to make any payment under this Agreement for a Loss if the Loss is paid on my behalf from insurance or any other source.

E. Attorney's fees. If either I or PSC bring an action to enforce rights or to collect monies due under this Section 7, the prevailing party is entitled to recover reasonable fees and expenses, including attorney's fees, costs and expenses, incurred in such action.

9. Default. I understand that if I fail to fulfill my responsibilities under this Agreement, PSC may a) dismiss Ambassador from the YAEP (which may result in his or her immediate return from the Sister City at my expense), for which expenses I agree to be liable; b) require Ambassador to forfeit his or her Deposit; c)

require me or Ambassador to reimburse PSC for any contributions toward Ambassador's participation in the YAEP; and/or d) require me or Ambassador to reimburse PSC for any scholarship Ambassador may have been awarded. I understand that PSC may take these actions without regard to disciplinary actions taken by PSC at any time with respect to others.

10. Governing Law; Amendment; Assignment. This Agreement will be enforced in accordance with Arizona law. This constitutes the entire agreement between me and PSC with respect to the subject matter of this Agreement and may be amended only by a writing signed by all parties. This Agreement is not assignable by any party.

11. Severability. If a term, provision, covenant, agreement or condition of this Agreement is held to be void,

invalid or unenforceable, the same will not affect any other portion of this Agreement and the balance of the Agreement shall remain in full force and effect.

12. Force Majeure. PSC will not be liable for any failures in performances due to circumstances beyond its reasonable control which could not be avoided by the exercise of due care by anyone.

13. Number, Gender. When the context of this Agreement requires, the gender of all words shall be deemed to include the masculine and the feminine, and the number of all words shall include the singular and plural.



**YOUTH AMBASSADOR AGREEMENT
ALCOHOL & CONTROLLED SUBSTANCE RIDER**



This is a rider to, and is considered to be a part of, the Youth Ambassador Agreement between _____ and Phoenix Sister Cities, dated _____.
Terms defined there have the same meanings in this Rider.

I understand and agree that using alcohol or illegal substances is not only against the YAEP Code of Conduct, it is against the law. I understand that PSC has a zero tolerance policy with respect to YAEP participants who use alcohol or illegal substances and takes such violations of the law and the Code of Conduct very seriously. I understand that while my use of alcohol or an illegal substance may not necessarily be illegal in the Sister City that I visit, it is still against the YAEP Code of Conduct. I AGREE NOT TO USE SUCH SUBSTANCES EVEN WHILE IN THE SISTER CITY.

I understand that, while I may not be in a position to directly control another person's use of such substances, I can fulfill my responsibilities under this Agreement in respect to others' conduct if I inform a YAEP chaperone, my parent or guardian or another responsible adult AS SOON AS I AM AWARE that any use of such substances is taking place at a gathering attended by YAEP participants. In addition, I agree to immediately report any incident involving the use of alcohol or illegal substance by the persons listed above to my PSC contact person whenever I witness such use or learn of it.

I understand that while I am acting as a Youth Ambassador in the United States, I am responsible for ensuring that the following persons do not use alcohol or an illegal substance:

I understand that my failure to fulfill my responsibilities under this Agreement will likely result in my expulsion from the program. I acknowledge that whatever action is taken by PSC as a result of such a failure by me will be without regard to actions taken by PSC in respect to failures by others in this situation or in past situations.

- a) Myself;
- b) Guest;
- c) Any person who is not at least 21 years old, whether or not a YAEP participant, who attends a gathering at my home, whether or not that gathering is YAEP sponsored or related, that is attended by other YAEP participants; and
- d) Any person who is not at least 21 years old, whether or not a YAEP participant, who I invite to a gathering, whether or not that gathering is YAEP sponsored or related, that is attended by other YAEP participants.

I also understand that any Loss that results from such failure is a Loss as defined in Section 12 of the Youth Ambassador Agreement and that I will be responsible for indemnifying PSC for such Losses. THIS MEANS THAT IF ANY OF THE PERSONS LISTED ABOVE INJURES ANOTHER PERSON OR CAUSES DAMAGE TO PROPERTY BECAUSE THEY ARE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL, I WILL BE HELD RESPONSIBLE FOR ANY LOSSES THAT RESULT!



Ambassador's Signature

Date _____

PARENT GUARANTEE

(Must be signed by all parents and custodial guardians of Ambassador)

I, _____ (and _____),
the parent(s) and/or legal guardian(s) of Ambassador, guarantee Ambassador's fulfillment of his/her obligations pursuant to this Agreement and the attached Alcohol and Controlled Substance Rider.

[If only one parent's or guardian's signature is provided] I represent and warrant that I am not married, and that I am the sole parent or guardian of Ambassador. This representation and warranty will survive the termination of this Agreement.

Parent/guardian signature

Parent/guardian signature

**YOUTH AMBASSADOR AGREEMENT
PARENT ADDENDUM
ALCOHOL & CONTROLLED SUBSTANCE RIDER**



This is a rider to, and is considered to be a part of, the Parent Addendum between

_____ (and _____)

and Phoenix Sister Cities, dated _____ respecting the Youth Ambassador Agreement between Phoenix Sister Cities and _____. Terms defined there have the same meanings in this Rider.

I understand and agree that Ambassador's use of alcohol or illegal substances is not only against the YAEP Code of Conduct, it is against the law. I understand that PSC has a zero tolerance policy with respect to YAEP participants who use alcohol or illegal substances and takes such violations of the law and the Code of Conduct very seriously. I understand that while Ambassador's use of alcohol or an illegal substance may not necessarily be illegal in the Sister City that he/she visits, it is still against the YAEP Code of Conduct.

I understand that while Ambassador is acting as a Youth Ambassador in the United States, I am responsible for ensuring that the following persons do not use alcohol or an illegal substance while under my direct supervision:

- a) Ambassador;
- b) Guest; and
- c) Any person who is not at least 21 years old, whether or not a YAEP participant, who attends a gathering at my home, whether or not that gathering is YAEP sponsored or related, that is attended by other YAEP participants.

I also agree to make reasonable efforts to ensure that the above individuals do not use such substances even when they are not under my direct supervision. I understand that, while I may not be in a position to directly control another person's use of such substances, I can fulfill my responsibilities under this Agreement by taking possession of any such substances and asking those individuals who are not at least 21 years old using and/or anyone supplying such substances to leave the gathering

(without getting behind the wheel of a vehicle) AS SOON AS I AM AWARE that any use of such substances is taking place at a gathering attended by YAEP participants. If 1) such individuals refuse to do so, 2) I reasonably fear that my asking them to do so will result in violence, or 3) I reasonably believe that such individuals will drive a vehicle while under the influence of alcohol or an illegal substance, I agree to call the police. **I understand that even if my fulfill my responsibilities under this Agreement, I may have different or additional responsibilities under the law.** In all events, I will immediately report any incident involving the use of alcohol or an illegal substance by the persons listed above to my PSC contact person whenever I witness such use or learn of it.

I understand that my failure to fulfill my responsibilities under this Agreement will likely result in my and Ambassador's expulsion from the program. I acknowledge that whatever action is taken by PSC as a result of such a failure by me will be without regard to actions taken by PSC in respect to failures by others in this situation or in past situations.

I also understand that any Loss that results from such failure is a Loss as defined in Section 7 of the Parent Addendum to the Youth Ambassador Agreement and that I will be responsible for indemnifying PSC for such Losses. **THIS MEANS THAT IF ANY OF THE PERSONS LISTED ABOVE INJURES ANOTHER PERSON OR CAUSES DAMAGE TO PROPERTY BECAUSE THEY ARE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL, I WILL BE HELD RESPONSIBLE FOR ANY LOSSES THAT RESULT!**



Date _____

Parent/Guardian Signature

Parent/Guardian Signature

This is a legal contract. Read it carefully before signing it.

HOST AGREEMENT

(Must be signed by both spouses)



This Host Agreement (“Agreement”) dated _____ is between the Phoenix Sister Cities (“PSC”) and _____ (and _____) (“Host”).

In consideration for PSC’s efforts in facilitating a cultural exchange opportunity in which I will have the opportunity to host a youth in my home from a Sister City, and my son or daughter may have the opportunity to travel to a Sister City, I hereby acknowledge and agree to the Terms and Conditions below.

This agreement and any related riders and addenda shall not become effective unless and until I have received a separate written notice advising me that I have been selected to serve as a YAEP host.

I have read and initialed the Release of Liability in Section 9 of this Agreement, and I have read and signed the attached Alcohol and Controlled Substance Rider.

[If only one signature is provided] I represent and warrant that I am not married, and that if I have a child participating in the program, I am the sole parent or guardian of that child. This representation and warranty will survive the termination of this agreement.

Host Signature

Host Signature

TERMS AND CONDITIONS

1. **Background.** I have agreed to participate in the PSC Youth Ambassador Exchange Program (the “YAEP”), in which I will allow a youth from a Phoenix Sister City (“Guest”) to stay with me and others in my household for approximately three weeks. To ensure full and safe participation for me, my family and Guest, I enter into this Agreement.

2. **Host’s Responsibilities.**

I acknowledge that the YAEP is based on an exchange host family system. I confirm that I (and each of us) for myself, and on behalf of every member of our household, am committed to and am able to host a Guest for approximately three weeks during this upcoming summer, on a schedule to be determined by PSC. I acknowledge that hosting includes but is not limited to providing lodging, meals and transportation to and from YAEP-sponsored events for Guest. I am willing to accept a Guest into my home who may be of another race, religious preference or sexual orientation, who may have only minimal ability with our language, and who may have customs with which I am unfamiliar.

I agree that I will take Guest out of the Phoenix Metropolitan area only if a) it is in connection with a YAEP-

sponsored activity; or b) I have the express consent of PSC and such travel conforms with YAEP rules for out of town travel with Guests.

I and other members of my household understand that we are representing the City of Phoenix and will act accordingly. To that end, I agree that I will make a concerted effort a) to ensure that Guest’s stay in my home is a positive and memorable experience; and b) to cause other members of my household to make a similar effort. I understand that failure to do so may result in my dismissal from the YAEP.

3. **Conduct.** I agree that I will be legally responsible for a) the safety and conduct of all attendees of any gathering I host in my home attended by YAEP participants, regardless of whether such gathering is YAEP sponsored or related, including their compliance with all laws and YAEP rules; b) knowing the whereabouts of Guest at all times; and c) Guest’s safety and compliance with laws and YAEP rules. Additionally, if I invite any person who is not a YAEP participant to any gathering attended by YAEP participants, regardless of whether such gathering is YAEP sponsored or related, I will ensure that such person abides by all applicable laws, the Code of Conduct and any additional rules as established by PSC from time to time.

4. **Expenses.** I acknowledge that I am responsible for expenses incurred in providing Guest's lodging, meals and transportation.

5. **Medical Care.** In the event that Guest requires emergency medical care during his/her stay with me, I will, to the best of my ability, ensure that Guest receives timely emergency medical treatment. I will advise PSC of the situation as quickly as possible. In the event that Guest requires non-emergency medical care during his or her stay with me, I will notify PSC as soon as possible and PSC will make arrangements for Guest to receive medical care.

6. **Insurance.** I acknowledge that I have automobile insurance for all of my vehicles in which Guest may ride and that I have homeowner's or renter's insurance for the home in which Guest will be staying. I acknowledge that in accordance with these policies, my insurance will provide primary coverage in the event of an occurrence that relates to my hosting of Guest. I agree to provide PSC with proof of this insurance by providing either a) a certificate from the insurance company evidencing coverage; or b) a copies of the declaration pages from such insurance policies.

7. **Personal Information.** I acknowledge and agree that PSC may disclose my entire YAEP application to Guest, to Guest's family and to PSC's counterpart organization in my Sister City, and that PSC may further disclose my name and the names of others living in my household, as well as our address(es), email address(es) and telephone number(s) to current and future participants in the YAEP. Additionally, I acknowledge and agree that I, and/or anyone in my household, may be photographed or recorded during our participation in YAEP activities and I/we give PSC all right, title and interest in such photographs, and the right to publish our names and likenesses in connection with published materials, promotions and public relations on behalf of the YAEP and/or PSC. I understand that PSC will only use our likenesses to further the cultural exchange mission of the YAEP. I hereby grant PSC, its successors, and those acting with its authority and permission the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and to use, re-use, publish and re-publish pictures of me and/or anyone in my household, or in which we may be included, in whole or in part, whether clear, distorted or altered, and reproductions of such pictures, through any medium, for illustration, promotion, art, editorial, advertising or other legal purpose. I also consent to any printed matter used in conjunction with such images. I waive any right to review or pre-approve any such use, and I hereby release and agree to hold PSC,

it successors, and those acting with its authority and permission harmless from any liability for use of such images or due to alteration, distortion, optical illusion or composition, whether intentional or otherwise.

8. **Consent to Criminal Background Check.** I acknowledge and agree that PSC may run a criminal background check on me and others in my household who are of age 18 or older. I further agree that PSC may terminate my participation in the YAEP based upon information disclosed by such background check, the determination of which is solely at the discretion of PSC, and is without regard to actions taken in the past with respect to other program participants.

9. **Release of Liability.** In consideration of PSC's undertaking of the responsibilities and liabilities discussed in this agreement, I, on behalf of myself, my heirs and personal representatives, do here now and forever release, discharge, hold harmless and indemnify PSC, the City of Phoenix and their respective agents, volunteers, contractors, subsidiaries, affiliates, successors, shareholders, officers, officials, directors, representatives and employees from any and all liability, claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in the YAEP, including any injuries or death that may result. Furthermore, I agree that PSC will not be liable for any damage or injury to me or my personal property arising from casualty or theft occurring while I am participating in the YAEP. I agree to indemnify PSC and hold it harmless from all claims, costs and expenses arising from injury to me or to my property.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS SECTION IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT AND INITIALING THIS CLAUSE, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR TO ASSERT A CLAIM AGAINST PSC OR THE CITY OF PHOENIX FOR THEIR NEGLIGENCE OR THAT OF ITS AGENTS, CONTRACTORS, VOLUNTEERS, OFFICIALS OR EMPLOYEES. I ACKNOWLEDGE THAT I AM SIGNING THIS FORM FREELY AND VOLUNTARILY, AND I EXPRESSLY INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY ARIZONA LAW.

Initials _____

Initials _____

10. Indemnity. I indemnify PSC against, and will pay on behalf of PSC, Losses in any Proceeding brought as a result of my participation in the YAEP or as a result of my breach of this Agreement. I will indemnify PSC to the full extent authorized or permitted by Arizona law. For purposes of this Section 10:

“Losses” means all expenses (including attorney’s fees), damages, judgments, fines and amounts paid in settlement actually and reasonably incurred by PSC;

“Proceeding” means any threatened, pending or completed civil, criminal, administrative, or investigative action or suit; and

“PSC” means PSC, its employees, agents and volunteers.

A.Exclusions from Indemnification. I will not indemnify PSC if liability arises as a result of PSC’s willful misconduct or gross negligence or if Arizona law prohibits indemnification. I am not obligated to indemnify PSC in connection with a Proceeding initiated by PSC unless the Proceeding was authorized or permitted by me or the Proceeding is to enforce right to indemnification under this Agreement.

B. Notice. PSC will promptly notify me in writing of a Proceeding and will provide reasonable cooperation and authority to defend or settle the Proceeding.

C.Settlement. I am not obligated to reimburse the costs of a settlement unless I have agreed to the settlement.

D.Offset for Other Payments. I am not liable to make any payment under this Agreement for a Loss if the Loss is paid on my behalf from insurance or any other source.

E. Attorney’s fees. If either I or PSC bring an action to enforce rights or to collect monies due under this Section 10, the prevailing party is entitled to recover reasonable fees and expenses, including attorney’s fees, costs and expenses, incurred in such action.

11. Default. I understand that if I fail to fulfill my responsibilities under this Agreement, PSC may a) expel me, and/or any of my children who may be participating in the YAEP, from the YAEP, or issuing any other sanction as PSC determines is appropriate in its sole discretion and without regard to violations by others in the YAEP at any time. In the event I and/or any of my children are expelled from the YAEP, Guest will be reassigned to a new host family and I understand that I will still be financially responsible for Guest for the remainder of his or her stay in Phoenix.

12. Governing Law; Amendment; Assignment. This Agreement will be enforced in accordance with Arizona law. This Agreement may be amended only by a writing signed by both parties. This Agreement is not assignable by either party.

13. Entire Agreement. This constitutes the entire agreement between me and PSC and supersedes all prior agreements, understandings and representations relating to the same subject matter, whether written or verbal.

14. Severability. If a term, provision, covenant, agreement or condition of this Agreement is held to be void, invalid or unenforceable, the same will not affect any other portion of this Agreement and the balance of the Agreement shall remain in full force and effect.

15. Force Majeure. PSC will not be liable for any failures in performances due to circumstances beyond its reasonable control which could not be avoided by the exercise of due care.

16. Number, Gender. When the context of this Agreement requires, the gender of all words shall be deemed to include both the masculine and the feminine, and the number of all words shall include the singular and plural.



**HOST AGREEMENT
ALCOHOL & CONTROLLED SUBSTANCE RIDER**



This is a rider to, and is considered to be a part of, the Host Agreement between _____ (and _____) and Phoenix Sister Cities, dated _____. Terms defined there have the same meanings in this Rider.

I understand and agree that the use of alcohol or illegal substances by individuals under the age of twenty-one is not only against the YAEP Code of Conduct, it is against the law. I understand that PSC has a zero tolerance policy with respect to YAEP participants who use alcohol or illegal substances and takes such violations of the law and the Code of Conduct very seriously.

I understand that while I am acting as a YAEP Host, I am responsible for ensuring that the following persons do not use alcohol or an illegal substance while under my direct supervision:

- a) Any of my children who are participating in the YAEP;
- b) Guest; and
- c) Any person who is not at least 21 years old, whether or not a YAEP participant, who attends a gathering at my home, whether or not that gathering is YAEP sponsored or related, that is attended by other YAEP participants.

I also agree to make reasonable efforts to ensure that the above individuals do not use such substances even when they are not under my direct supervision. I understand that, while I may not be in a position to directly control another person's use of such substances, I can fulfill my responsibilities under this Agreement by taking possession of any such substances and asking those individuals using and/or supplying such substances to leave the gathering (without getting behind the wheel of a

vehicle) AS SOON AS I AM AWARE that any use of such substances is taking place at a gathering attended by YAEP participants. If 1) such individuals refuse to do so, 2) I reasonably fear that my asking them to do so will result in violence, or 3) I reasonably believe that such individuals will drive a vehicle while under the influence of alcohol or an illegal substance, I agree to call the police. **I understand that even if my fulfill my responsibilities under this Agreement, I may have different or additional responsibilities under the law.** In all events, I will immediately report any incident involving the use of alcohol or illegal substance by the persons listed above to my PSC contact person whenever I witness such use or learn of it.

I understand that my failure to fulfill my responsibilities under this Agreement will likely result in my and my child's expulsion from the program. I acknowledge that whatever action is taken by PSC as a result of such a failure by me will be without regard to actions taken by PSC in respect to failures by others in this situation or in past situations.

I also understand that any Loss that results from such failure is a Loss as defined in Section 10 of the Host Agreement and that I will be responsible for indemnifying PSC for such Losses. **THIS MEANS THAT IF ANY OF THE PERSONS LISTED ABOVE INJURES ANOTHER PERSON OR CAUSES DAMAGE TO PROPERTY BECAUSE THEY ARE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL, I WILL BE HELD RESPONSIBLE FOR ANY LOSSES THAT RESULT!**



Date _____

Host Signature

Host Signature

YOUTH AMBASSADOR AGREEMENT
PUBLICATION RIDER



This is a rider to, and is considered to be a part of, the Youth Ambassador Agreement between _____ and PHOENIX SISTER CITIES, dated _____. Terms defined there have the same meanings in this Rider.

In further consideration of Ambassador's opportunity to participate in the YAEP, Ambassador enters into this agreement regarding publication by or on behalf of PSC of materials created by Ambassador in connection with Ambassador's participation in the YAEP.

1. **Included materials.** This Agreement extends to all communications created by Ambassador respecting Ambassador's participation in the YAEP which are sent or submitted to or for the benefit of PSC, both electronically and otherwise, including without limitation, letters; emails; journals; Internet blogs; testimonials; videos; recordings; and website postings, whether to PSC directly, to PSC websites or to PSC accounts on public social media websites such as Twitter, MySpace and Facebook; except however, nothing in this definition is intended to include the personal financial or medical information of Ambassador or Ambassador's family ("Work").

2. **License to publish.** Ambassador grants to PSC a royalty-free, worldwide, non-exclusive, transferable, irrevocable license to publish, reproduce, display, distribute, and use the Work in any form and in any media, in whole or in part, either separately or as part of a collective work, copy and distribute individual reprints of the Work, authorize reproduction of the Work in other publications and media, and authorize reproduction and distribution of the Work.

3. **Standards.** Ambassador agrees, represents and warrants that:

A. (S)he shall use his/her best efforts to ensure that the Work does not defame or invade the privacy of any person, does not in any other manner infringe upon the rights of any person, and does not disparage PSC, Ambassador's hosts, host country or fellow ambassadors.

B. The Work shall be Ambassador's own creation, shall not violate the copyright of any other person, and shall not have been published previously. (For purposes of this paragraph, making a copy of the Work accessible over the Internet, in-

cluding but not limited to posting the Work to a database accessible over the Internet, does not constitute prior publication.)

C. Ambassador has the right and power to make this agreement.

D. Ambassador agrees to hold PSC harmless and to indemnify PSC for any costs, losses, attorneys fees and court costs from any claim, action or proceeding alleging facts that constitute a breach of any warranty in this paragraph.

4. **Rights of PSC.** PSC may publish, republish, reproduce, display, translate, distribute and transmit the Work for the use and benefit of PSC in any and all forms and media without limitation. PSC may edit the Work as it sees fit in its sole judgement prior to use. PSC is under no obligation to use all or any portion of the Work without regard to use by PSC of works previously submitted by Ambassador or its use of works produced by other ambassadors in the program. PSC has no obligation to inform Ambassador when PSC makes use of the Work.

5. **Payment.** Ambassador agrees that Ambassador will receive no payment from PSC for use of the Work or the licenses granted in this Agreement.

6. **Entire agreement.** This Agreement supersedes any and all other oral or written agreements between Ambassador and PSC with respect to the subject of this Agreement. This Agreement contains all of the warranties and agreements between the parties with respect to the Work, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those warranties and agreements embodied in this Agreement.

Ambassador's Signature

Date



PARENT GUARANTEE

(Must be signed by all parents and custodial guardians of Ambassador)

I, _____ (and _____), the parent(s) and/or legal guardian(s) of Ambassador, guarantee Ambassador's fulfillment of his/her obligations pursuant to this Agreement.

[If only one parent's or guardian's signature is provided] I represent and warrant that I am not married, and that I am the sole parent or guardian of Ambassador. This representation and warranty will survive the termination of this Agreement.

Parent/guardian signature

Parent/guardian signature