

A non-profit tax-exempt educational foundation

Office of the President

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**A**cademic **F**oundation *for*

**I**nternational **C**ultural **E**xchange

AFICE RULES, AGREEMENT, AND RELEASE

**Please read carefully, then initial each page and sign and date where indicated.**

Student’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“participant”)

**Part 1, RULES**

1. No drinking of alcoholic beverages including beer and wine. Violation of this rule will result in the student being returned to their home country.

2. No drugs or association with anyone involved with drugs in any way. Students who break this rule will be returned to their home country.

3. No driving of cars or motorcycles at any time during your stay in the United States. If a student drives any car or motorized vehicle under any other circumstances at any place, any time, and for any reason, the student will be returned to his/her home country.

4. It has been arranged for the student to attend school and attendance is obligatory. If the student is asked to leave a school due to academic failure or behavior unacceptable to the school policy, or if a student shows a pattern of truancy from school, he/she will be sent home.

5. AFICE students are not allowed to travel outside the local area either by themselves or with other teenagers at any time. The local area will be defined by your Community Representative. Overnight traveling is allowed only with the student's Host Family or an AFICE approved group such as a school or church-sponsored group, an AFICE sponsored trip, or with an adult person approved by your Host Family and AFICE. Permission must be given by the AFICE National Office AND the Host Family. AFICE students are not permitted to visit their home country during their stay in the United States, with the exception of a serious medical emergency within the immediate natural family. Permission must be given by the AFICE National Office. Violation of this rule can result in the student being returned to their home country.

6. If a student travels outside the United States with his Host Family (to Canada or other nearby countries), he/she must obtain permission from the AFICE head office AT LEAST ONE MONTH PRIOR to departure. All parties (student, host parents, and natural parents) must also sign a release form. Furthermore, the student must check with U.S. Immigration officials at the border before leaving the United States to be sure he/she will be allowed to re-enter.

7. No hitchhiking. This can be extremely dangerous.

8. Students may not take a job outside their home during their stay in the United States. The only exceptions are jobs in the neighborhood such as lawn care or baby-sitting.

9. Students may not smoke during their stay in the United States.

10. The exchange student’s activities must be approved by the host family. At all times, the host family must know where the exchange student is, with whom, and when the exchange student will return.

11. Students may not make major permanent or semi-permanent changes to their appearance or bodies (this includes piercings and tattoos) during their stay in the United States.

12. Students who violate any Local, State, or Federal Law in the United States will be returned to their home country.

13. All AFICE students must return to their home country after completing their school year. Students are not allowed to remain in the United States after this time.

14. AFICE does not allow natural parents or guardians to visit exchange students during their exchange program. If natural parents and/or guardians do visit, the visit must occur at the end of the student's stay in the United States, and AFICE must be advised in advance of the visit. Students are not allowed to have their friends visit from overseas. Natural brothers and sisters can only visit at the end of the exchange student's stay in the United States, and only when accompanied by the exchange student’s natural parents and/or legal guardians.

15. Students with close relatives in the US must keep their contact with those relatives to the same level and type of contact as with their family back home (i.e. a letter each week or a phone call once a month, etc.), and students may not visit relatives during holiday periods in the US. In addition, students and/or natural parents must not involve relatives residing in the US in any situation normally handled by AFICE staff.

16. Finally, exchange students and natural parents must respect all decisions made by AFICE Officials.

Part 2, INSURANCE

1. Any medical expenses or lost/stolen property or damage not covered by applicable insurance of the student is the responsibility of the natural parent(s) and/or legal guardian(s) of the student.
2. **Medical Insurance**. Neither AFICE nor the host family is responsible for any medical expenses incurred by the student while participating in the program. The AFICE student should obtain medical insurance coverage for the term of his/her participation in AFICE. Please note that many medical insurance policies exclude coverage for “pre­existing conditions” (that is a medical condition that exists prior to the commencement of the insurance policy). Additionally, many such policies do not cover psychiatric care or any related expenses. While AFICE pays for medical insurance for most students, AFICE is not a medical insurance provider and has no control over the policy decisions made by the provider.
3. **Property and Liability Insurance**. Neither AFICE nor the host family is responsible for any property damaged or destroyed by the student or for any liability which results from the student’s activities while participating in the program. The natural parent(s) and/or legal guardian(s) of the student is (are) responsible for any damage or destruction of property or any injury to persons inflicted or caused by the student while participating in the program.

Part 3, LIABILITY RELEASE

1. We hereby release Academic Foundation for International Cultural Exchange (AFICE) and all of its employees, field representatives, other AFICE personnel, and host families from all liability, damages or claims which have, may have been, or may be incurred before the program, during the program or after the termination of the program.
2. We understand that the participant will be subject to the authorities and teachers of the school where he/she may be assigned and that he/she will have to follow the rules given by the family with whom he/she may live. We also understand that AFICE reserves the right to terminate the participation in the program of any participant whose conduct may be considered detrimental or incompatible with the interest and security of the program. If this decision is ever taken, the participant and his/her parents or legal guardians will be formally warned and have no right to any refund.
3. We accept the right of AFICE to directly or indirectly cancel, change or substitute in emergencies, or whenever normal circumstances change, those parts of the program whose alterations may be considered necessary. Should there be a geographic move of the student, the cost of transportation shall be mutually decided by AFICE and the International Representative. We understand and agree that we may be responsible for paying such costs.
4. The student’s personal property is not the responsibility of AFICE or the host family. Any lost or stolen personal property of the student, including lost or stolen money, which is not covered by an insurance policy is the responsibility of the student and the student’s natural parent(s) and/or legal guardian(s). **Students are required to establish a bank account separate from that of their host family.**
5. We guarantee AFICE that, although we may maintain in the future a friendly relationship with the school, local coordinator, and family or families, with whom we may establish contact through AFICE or its employees, we will not make use of this knowledge to send in the future, direct or indirectly, students, relatives or friends to said schools, local coordinators or families, unless it is through AFICE.
6. The participant agrees to accept and uphold the standards of conduct set by AFICE, the school where he/she may be assigned, and the family or families with whom he/she may live, for the duration of the program. He/she agrees to maintain friendly and respectful relations with his/her teachers and classmates and especially with all the members of the family with whom he/she may be living, to accept the rules of conduct imposed by said family, to participate in the family life as much as possible, to try his/her best to adjust to the normal system of family life and to treat all the members of the family with respect. The participant and parents further agree to abide by all AFICE Rules.
7. With regard to illnesses, we declare, understand, and agree to the following:
	1. We are aware that participation in a cultural exchange to the United States may run the risk of exposure to illness such as, but not limited to Influenza, MRSA, or COVID-19 that could potentially lead to hospitalization and death.
	2. The participant named above has not experienced symptoms relating to COVID-19 or any communicable disease within the past 14 days, such as, but not limited to fever, fatigue, dry cough, or difficulty in breathing, and should such symptoms occur prior to commencement of participation, we will immediately notify AFICE and delay participation until such time as the participant has been declared free of infection by a doctor.
	3. Neither the participant named above nor any member of the participant’s household has been diagnosed to be infected with COVID-19 within the last 30 days, and should such diagnosis occur prior to commencement of participation, we will immediately notify AFICE and delay participation until such time as the participant has been declared free of infection by a doctor.
	4. In accordance with the above pronouncements, we hereby declare the following:
		1. We fully and personally accept responsibility for the safety and actions of the participant while and during participation on the AFICE Program, and we recognize that there is a risk of contracting COVID-19.
		2. With full knowledge of the risks involved, we hereby release, waive, discharge AFICE, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, illness, or death that may be sustained by the participant related to COVID-19 or any other illness or pandemic such as, but not limited to influenza and MRSA while in the United States or elsewhere participating in the AFICE Program.

Part 4, TRAVEL POLICY

1. We understand and agree our son/daughter may only travel with the supervision of host family, AFICE Representative, a representative of a school program or with AFICE sponsored excursions. We understand and agree that he/she may not travel without supervision
2. We understand and agree our son/daughter will be responsible for any expenses made on trips made with host family, church groups, school groups, etc. and will not receive a reimbursement from AFICE.
3. We understand and agree that visitation by family friends, relatives or ourselves to our son/daughter during the AFICE program will not be allowed.
4. We understand and agree that our son/daughter may not visit relatives or family friends residing in or visiting the United States during the AFICE program.
5. We understand and agree that our son/daughter may not travel to outside of the United States (including Canada or Mexico) during the AFICE program. If he/she does so, it will be at his/her own risk and AFICE will not be held responsible.
6. We understand and agree that our son/daughter should exit the United States approximately 7 to 10 days after the program is over (i.e. school is out). This is not a mandate, but it is an indication that the program is over and the main non-family objective has been fulfilled.
7. We understand and agree that our son/daughter may only stay in the US more than 7 to 10 days after the end of the program for the sole purpose of traveling with his/her host family for or with our family. We also understand that all parties (i.e. host family, ourselves, AFICE, and AFICE’s international partner) involved must be in agreement and all required forms are submitted to AFICE before April 15th. Our son/daughter cannot extend their stay for the 4th of July, Driver’s Education, etc. These are not acceptable reasons to extend his/her stay after the program ends.
8. We understand and agree that our son/daughter may travel with his/her host family or our family after the insurance coverage termination date but he/she is responsible for providing adequate insurance until they depart for their home country. This is a mandate from the U.S. State Department.
9. We understand and agree that our son/daughter should have at least $200.00 USD with them at the airport for the purpose of any expenses made while traveling. Possible expenses could include ticketing fees, food, lodging, etc. AFICE will not reimburse for these expenses.
10. We understand and agree that AFICE will not issue an extension on our son/daughter’s visa for traveling. The U.S. State Department is very strict and only allows an extension for educational purposes, which means school (summer school is not a valid reason for extension).

**Part 5, AGREEMENT**

## In the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Country of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, in the year of 20\_\_\_\_\_\_, I/we agree to the following terms and conditions. The above named student is applying to participate in a cultural exchange program sponsored by ACADEMIC FOUNDATION FOR INTERNATIONAL CULTURAL EXCHANGE (“program”), and we give our son/daughter our permission to participate in this program.

## We understand the program is designed to increase understanding among people of the world and is not to be used for the sole purpose of foreign language training. We have discussed the importance of good behavior with our son/daughter and he/she understands the significance of acting in a manner which will reflect well on our family and our country.

## We understand and agree that the enrollment of our son/daughter in the AFICE program is primarily for the cultural exchange and that while many schools in the United States will issue a diploma and/or allow a student to participate in graduation ceremonies, **a diploma or graduation is not guaranteed to any student.**

1. We understand and agree that our son/daughter is required to attend all school classes. We further understand that students are encouraged to participate in extra-curricular activities at school, including school sports teams, and we understand that many students will be able to participate in such activities. However, we also fully understand and acknowledge that **participation on sports teams is not guaranteed to any student, and photographs and/or text in any promotional materials will never be interpreted as a promise that a student will be allowed to participate.** Each school and school district in the United States sets its own policies regarding exchange student participation on school teams, and no exchange organization may influence those policies. Again, we understand that **athletic eligibility or participation is not guaranteed.**
2. Upon receipt of the Student Handbook, we all agree to read and discuss its contents. Should we not understand any part thereof, we will contact our international representative for clarification before the program participant leaves our country. We understand that problems are to be resolved first by discussion between the host family and the program participant, then with the assistance of AFICE. The program participant will have responsibilities as a member of the family, and these responsibilities may include sharing in household chores such as washing dishes or taking trash/rubbish out.
3. We agree that the program participant will try to adjust, will obey the disciplinary rules of the host family and school, will give respect and obedience to the host family and school officials, and will keep communications open at all times.
4. We understand and agree that the program participant will not take any non-prescribed drugs, drink alcoholic beverages, possess false identification, drive any motorized vehicle, or participate in any dangerous sport such as hang gliding, bungee jumping, etc. If the program participant does any of the above, we understand that he/she may be returned immediately home at our family’s expense, and we accept full responsibility for any situation arising from his/her involvement with the above.
5. We understand that prolonged or inappropriate use of the Internet, including e-mail or chat rooms may result in a first warning and then program termination.
6. We agree that in order for the student participant to properly bond and integrate into their host family and new community, we will keep contact to a maximum of one phone call every two weeks and one email exchange per week during the course of the program. We understand that frequent contact will likely increase the probability of extreme homesickness and/or the student participant being unable to adjust to his/her new surroundings. In the case of extreme homesickness or poor adjustment to the host family or school, or failure to abide by this frequency of contact, the participant may be returned home immediately at the discretion of AFICE. Such a return home will be at our family’s expense, and we accept full responsibility for any costs, damages, liability, or other consequences, financial or otherwise, arising from the above situations.
7. We agree that the program participant may not take any action that may change the nature of his/her life, i.e. getting married, changing religions.
8. We understand and agree that the program participant will be subject to all of the laws of the host country, including local laws and rules of the host school. In the case of serious infraction of the rules and requirements governing the conduct of the program participant, the participant may be returned home immediately at the discretion of AFICE. Such a return home will be at our family’s expense, and we accept full responsibility for any situation arising from the above situations.
9. We understand that the program participant may not drive any motorized vehicle that requires an operator’s license, nor be a passenger in a private plane.
10. We understand that as natural parents we are responsible for providing funds for the necessary day-to-day expense for our son/daughter. The minimum required amount is $200.00 per month.
11. We agree that the program participants are not allowed to go home during the program unless under emergency conditions and only with AFICE prior approval. Visits from the natural parents, family, and friends during the program are not allowed until the end of the student’s program and must have prior approval from AFICE.
12. We agree that the program participant is to return home within 7 to 10 days after the last day of school.
13. We agree to pay the early return of our son/daughter if it is deemed necessary for medical reasons after consultation between ourselves, program personnel, and the designated medical authorities.
14. We agree to pay for any medical or dental bills not covered by the accident and sickness insurance. We agree to pay for any deductible amount due that the insurance policy might not cover.
15. We warrant that the information in the participant’s application package is accurate and complete. No negative school or medical information (including, but not limited to health and mental issues, or any learning disabilities) has been withheld. We understand that withholding information can lead to the participant being removed from the program and returned home at our expense with no refund.
16. We agree that the program participant is to possess a return flight ticket from the airport located nearest the host family to the participant’s country. This return ticket is to be carried to the United States by the participant and is to be kept in safekeeping by the participant until time for the participant to return home.
17. We agree to pay for any and all telephone calls made by the program participant including those calls made which might appear on the host family’s telephone bill after the departure of the program participant.
18. We give Academic Foundation for International Cultural Exchange the right to use the participant’s name and photograph for reproduction in any medium for the purposes of publication, advertising, trade, display, or editorial use.
19. We agree to attend meetings that are scheduled to prepare us for the exchange experience.
20. We agree that the student participant will not enter the United States without a confirmed host family placement **and** a confirmed written school acceptance. We understand that if the student participant willfully enters the United States without a confirmed host family placement **and** a confirmed written school acceptance, the participant may be returned home immediately at the discretion of AFICE. Such a return home will be at our family’s expense, and we accept full responsibility for any costs, damages, liability, or other consequences, financial or otherwise, arising from the above situations.

Part 6, MEDICAL RELEASE

We authorize the Host Family and/or any AFICE personnel to act for us as an authorized caregiver in any emergency, accident, illness, or any other situation requiring caregiver status during the period of time the student is involved in the AFICE Exchange Program.

Part 7, SIGNATURES

I (we), as the applicant’s natural parent(s) and/or legal guardian(s), hereby affirm that we understand and agree to the above Rules, Release, and Agreement. We further affirm and agree that if our son/daughter violates any of the rules AFICE may, in its sole discretion, take any action they deem appropriate up to and including removing our son/daughter from the AFICE Program and returning him/her home at our expense.

By signing below we acknowledge that we have read the foregoing Liability Release Waiver and understand its contents; that the parent(s) signing below is/are at least eighteen (18) years old and fully competent to give consent; That we have been sufficiently informed of the risks involved and give our voluntary consent in signing it as our own free act and deed; that we give our voluntary consent in signing this Liability Release Waiver as our own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

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Signature of Parent Date Signature of Parent Date

I understand that I am responsible for adhering to all AFICE Rules throughout the exchange program. Violating any of the rules may result in AFICE terminating my program and returning me to my home country at my natural parents/legal guardian's expense and without refund of program fees.

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Signature of Student Date