



J-1 Work and Travel Program - Participant Agreement

I, the undersigned, confirm that I have read and agree to abide by all CIEE program policies, including those outlined in this agreement, and in the other orientation materials to be provided by CIEE and my sending office.

General Program Terms

- ✓ Participant confirms that he/she has not been convicted of a crime, and understands that falsifying or withholding of any information on the application will result in program termination.
- ✓ Participant authorizes CIEE and its affiliates to use any photographs, videos, and quotes accompanying this application, taken during the program or provided by participant or other entity at a later date for promotion or publicity.
- ✓ Participant understands that the process to obtain a Social Security Number (SSN) after arrival in the US can last anywhere from 2 - 12 weeks. Participant understands that it can be very difficult to find employment after arrival in the US without a SSN.

Application Requirements

- ✓ Participant confirms that he/she is currently enrolled as a full-time university student and will only participate in the program during the main university vacation period. Program participation during university class periods is NOT allowed.
- ✓ Participant agrees to submit all required application documents and program fees to the CIEE cooperating Sending Office by the deadline provided by the Sending Office. Participant understands that failure to submit documents and fees on-time will result in delays in job offer issuance, visa application and program start.

Cultural Component

- ✓ Participant understands that he/she is participating in a cultural exchange program that is designed to allow interactions with U.S. citizens during the work portion of the program and offer opportunities for cultural activities during free time. Participant agrees to participate in at least two cultural activities per month.
- ✓ Participant understands that cultural activities need not be expensive or complicated and that he/she should consult the following sources for guidance:
 - Cultural activity ideas for each community will be listed on Full Placement (FP) Program Job Offers.
 - Employers are a resource for identifying cultural activities in the community.
 - CIEE staff are available to provide personal assistance in identifying cultural activities, upon request or when participant reports insufficient activities.

Full Placement (FP) Program Applicants

- ✓ Participant understands that CIEE will provide one job offer with a housing option. Job placements are typically in the seasonal hospitality industry performing duties such as cleaning, customer service, food preparation, lifeguarding, ride operation, and/or photography. Employers agree to provide at least an average of 30 hours of work per week over the course of the program.
Positions typically pay minimum wage (www.dol.gov/whd/minwage/america.htm) or slightly higher. Housing options are most often 40% of pre-tax wages based on a 30-hour work week. Transportation options range from free for walking or biking to often \$5-6 or more roundtrip for a shuttle or public transportation.
- ✓ CIEE will do its best to accommodate employer requests during the placement process, but preferences are not guaranteed. If the Participant declines the offer by the deadline provided, Participant understands that he/she will become a Self-placed (SP) Program Participant.
- ✓ Participant understands that by accepting a CIEE FP Program job offer, Participant agrees to:
 - Terms of the position in the job offer
 - Arrive to your employer listed on your DS-2019 form and begin working
 - Intention to work at your CIEE-approved employer for your program period listed on the DS-2019 form
 - Housing terms and any housing deposits due before or upon arrival as listed on the job offer
 - Communicate your travel plans to your employer at least 2 weeks before arrival
 - Arrive to your employer no later than your DS-2019 program start date
- ✓ In case of FP Program job cancellation after arrival (at no fault to Participant), CIEE will credit Participant the cost of a bus ticket to a new CIEE employer destination (up to a maximum of \$100).

Housing

- ✓ **SP Program:** Participant understands that he/she is responsible for securing long-term housing in the US. Participant understands that he/she should reserve at least short-term housing before departure from home country. Participant understands that housing must meet all applicable laws and regulations, including ventilation, utilities and occupancy rates. Participant understands that he/she may contact CIEE for assistance if needed.



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Employer Restrictions

- ✓ Participant agrees not to begin working before the program start date or work after the program end date listed on the Participant's DS-2019 form.
- ✓ Participant agrees to work ANY day of the week, based on employer's need.
- ✓ Participant understands that he/she cannot begin working at any new employer until CIEE vets the Job Offer and emails participant official approval of the job. This rule applies to any Job Offer for primary employers, additional/ second jobs, or any job change.
- ✓ Participant confirms he/she will not work in prohibited positions including but not limited to: adult entertainment field, positions requiring driving, positions requiring overnight hours, fisheries, staffing companies, pool companies, cleaning companies, landscaping companies, moving companies, carnivals, construction, manufacturing, positions involving gambling, domestic employees, child or animal care, camp counselor, boat crew member, pedicab company, or commission-based positions which do not guarantee minimum wage.

Communication with CIEE

- ✓ Participant agrees to CHECK EMAIL WEEKLY for updates from CIEE on important program information. Participant understands that he/she must respond to CIEE's attempts to contact him/her using the contact information provided on the participant application or *SEVIS Update* form.
- ✓ Participant agrees to submit an online *SEVIS Update* form upon arrival at his/her employer and within days of arrival in the USA. Failure to submit an online *SEVIS Update* within 7 days of arrival in the USA **WILL RESULT IN PROGRAM TERMINATION.**
- ✓ Participant understands that he/she must submit an online *Monthly Check-In* at least every 30 days. The *Monthly Check-In* will confirm Participant's address, confirm that employment conditions are being met, and request Participant to report cultural activities and exposure. Failure to complete a check-in at least every 30 days **WILL RESULT IN PROGRAM TERMINATION.**
- ✓ Participant agrees to inform CIEE of any changes to employment or housing address within 7 days of the change via the online *SEVIS Update* form. Failure to inform CIEE of any changes to employment or housing address within 7 days **WILL RESULT IN PROGRAM TERMINATION.**

Following the Rules

- ✓ Participant agrees to obey all national, state and local laws at all times while in the US. Participants under 21 are not allowed to consume alcoholic beverages. The use of non-prescription drugs is strictly forbidden.
- ✓ Participants who drive, rent or purchase a vehicle while in the US are responsible for purchasing their own auto insurance. Auto insurance is required by law in many states.

Program Termination

- ✓ Participant understands that the following actions will result in PROGRAM TERMINATION:
 - Failure to arrive to the employer listed on the DS-2019 form and start work (Visa Fraud- see details below)
 - Failure to validate your program within 7 days of your arrival in the US
 - Failure to submit the online Monthly Check-In with CIEE at least every 30 days
 - Starting work at a new employer that CIEE has not approved
 - Breaking a U.S. law that causes arrest or citation, or taking part in an action which could bring program into notoriety or disrepute, such as, but not limited to, threatening words or behavior, sexual harassment, drug or alcohol abuse, or theft.
 - Failure to respond to CIEE's communication attempts by the deadline provided
 - Providing false information or withholding information from CIEE (such as, but not limited to, failure to disclose pre-existing medical conditions on the participant application or reporting a false US Address)

☐ Participant understands that program termination requires immediate departure from the USA at his/her own expense and may cause problems with obtaining a future US visa.

- ✓ Participant understands that one example of visa fraud is when a participant testifies at their visa interview their intent to work at the employer listed on their DS-2019 and enters the United States with little or no intention to work at that employer. Suspicion of visa fraud requires termination of the program and departure from the USA.

Travel and Orientation

- ✓ Participant understands that he/she will encounter additional expenses upon arrival in the US, including but not limited to, housing security deposits, first month's rent, domestic transportation to employer, meals, uniform fees, and other miscellaneous expenses.
- ✓ Participant agrees to arrange and pay for international & domestic travel to the employer in the US. Participant agrees to inform employer of expected arrival date, time and city no later than two weeks before arrival. CIEE strongly recommends that Participant purchase flexible, changeable airline tickets. Participant understands that CIEE is not responsible for additional costs incurred in case of employer destination changes before program start date.

- ✓ Participant agrees to attend pre-departure orientation provided by sending office in home country. In addition, Participant

Participant Initials _____
Participant Name _____



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will carefully review CIEE's online orientation.

Medical Insurance

- ✓ Participant confirms there is no reason - pre-existing health or emotional condition - why he/she should not be able to participate in the program.
- ✓ Participant confirms that he/she has no physical limitations that will prevent him/her from successfully completing tasks related to employment. This includes, but is not limited to, allergies, lifting limitations, etc.
- ✓ Participant will be covered under CIEE's then existing medical insurance policy during their entire stay in the US, as long as Participant submits accurate arrival and departure flight information to CIEE at least two weeks before DS-2019 program start date. If Participant changes his or her flight, Participant is responsible for informing CIEE of the change, to ensure that medical insurance coverage is extended. Medical insurance coverage will be provided only to the extent that Participant is not in breach of any of the terms of this Participation Agreement.
- ✓ Participant understands that CIEE medical insurance DOES NOT cover pre-existing conditions, self-inflicted injuries (including alcohol-induced injuries) and non-emergency dental care. Participants are responsible for being aware of CIEE's medical insurance policy coverage and exclusions. ALL pre-existing medical conditions must be disclosed on Participant's application. FAILURE TO DISCLOSE pre-existing medical conditions will result in immediate dismissal from the program.

Program Fees

- ✓ Participant understands that program fees he/she pays to Sending Office include fees paid to CIEE, as well as fees assessed by Sending Office. CIEE's program fees cover the following services: application processing, administrative costs, Full Placement Job Offer with affordable housing option (FP Program only), DS-2019 form, Medical insurance during entire stay in the US, access to online Participant Support Center and Online Orientation, 24-hour support from CIEE in the US, vetting of Independent Job Offers for second jobs, travel validation for DS-2019 form, replacement of lost, damaged, or stolen DS-2019 form, and assistance with identifying cultural activities. Sending Office program fees cover the following services: application processing, administrative costs, program eligibility screening, interview for English abilities and program suitability, visa interview preparation assistance, pre-departure orientation and support. Additional Sending Office services may be included.

Unless otherwise provided by Sending Office, program fee does not include visa application fee, international airfare and airport transfers, domestic transportation in the US, daily public transportation to and from work, housing fees, meals and spending money.

- ✓ Participant should receive an itemized fee schedule from Sending Office.
- ✓ Participant understands that the ability to work while on the program offers the ability to recoup some of the costs paid to take part in the program. There is no guarantee that participant will earn enough money while working to recoup all expenses.

Medical Release

I, the undersigned, attest that the Medical History information provided is accurate and complete and includes all pre-existing conditions. I understand that exclusions apply to the medical insurance provided by CIEE. I also understand that CIEE may be asked to act as a Good Samaritan in an emergency situation and that CIEE or its agents may need to render medical assistance or consent to certain medical examinations, tests or procedures. I authorize CIEE to give consent to any medical examination, test, or procedure which the attending physician, dentist, or surgeon in the exercise of his or her best judgment, may deem advisable. In emergency situations or in case of hospital admittance, I authorize the medical facility to release my medical records to CIEE. I further indemnify and hold harmless CIEE and its agents from any liability arising out of the exercise of this authority. I further acknowledge that CIEE is under no legal or contractual obligation to act on my behalf or make medical or property decisions on my behalf in any circumstances.

Governing Law

The law of the State of Florida shall govern all questions concerning the construction, validity, interpretation and enforceability of this agreement and the Transaction, and the performance of the obligations imposed by this letter, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

Jurisdiction; Service; Jury Waiver

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the courts of the State of Florida, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Except as expressly provided to the contrary in this Agreement, each of the parties hereto shall have all rights and remedies of law and equity, including the right of specific performance. CIEE shall be entitled to recover its reasonable costs (including reasonable attorneys' fees) incurred in connection with litigation brought by any party hereunder, should CIEE prevail in the action.



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Liability Release

As a participant in CIEE's J-1 Work and Travel program, the undersigned understands the limitations CIEE faces in dealing with outside companies. The Participant understands and hereby expressly assumes the inherent risks, dangers and hazards associated with Participant's travels, housing, employment and day to day activities, all being undertaken without CIEE's supervision or control. The undersigned therefore agrees for himself/herself, spouse, heirs, representatives, assigns, not to hold CIEE responsible for any delays, sickness, theft, accidents or other such events and waives and releases any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs, and expenses or suits of any kind that it may ever have or claim to have against CIEE, its predecessors, successors, assigns, officers, directors, shareholders, managers, members, employees, agents, contracting parties, partners, affiliates, representatives and all other parties (hereinafter referred to as the "Released Parties") that arise from the undersigned's or the Released Parties' participation in CIEE's Work and Travel program, whether such claims arise from the undersigned's or the Released Parties' acts or omissions, are known or unknown, actual or contingent. The undersigned further agrees to indemnify and hold the Released Parties harmless from any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs, and expenses or suits of any kind that may arise out of CIEE's Work and Travel program and the Released Parties' acts or omissions in connection therewith, and will promptly reimburse the Released Parties and any other party entitled to be indemnified hereunder for all expenses (including reasonable attorney's fees and costs) in connection with investigating, preparing or defending any such claim, action, causes of action, demand, liability, loss, damage, cost or expense.

The undersigned fully understands and knowingly intends that this Liability Release is a full, complete and general release of any and all past, present and future claims arising out of or relating in any way whatever to the undersigned's execution of this Participation Agreement and the undersigned's participation in CIEE's Work and Travel program. By this Liability Release the undersigned expressly waives any rights he or she has or may have in the future against the Released Parties for any claims arising out of or relating in any way to his or her execution of this Participation Agreement or the undersigned's participation in CIEE's Work and Travel program. The undersigned acknowledges that he or she has read this Liability Release, understands its contents in its entirety and has had ample opportunity to seek and obtain legal advice from an attorney of his or her choice with regard to the execution of this Liability Release. The undersigned further acknowledges that he or she has not been influenced or coerced in any way in executing this Liability Release and has done so with the full knowledge and understanding of all of his or her rights and entitlements. By signing this Liability Release the undersigned intends to terminate, irrevocably, all his or her rights to pursue, further pursue, or prosecute any claim, action, cause of action, or demand against any of the Released Parties arising from or relating in any way to the undersigned's execution of this Participation Agreement and his or her participation in CIEE's Work and Travel program.

Receipt of Itemized Fee Schedule

By signing this Participant Agreement, participant confirms that he/she received the itemized fee schedule from the Sending Office and agrees to the fees therein.

Signature of Participant

Participant Date of Birth (MM/DD/YYYY)

Today's Date (MM/DD/YYYY)

Printed Name of Participant