



# American Young Leader Exchange Participant Agreement - Terms and Conditions

## Instructions

1. **Student Applicant:** Read this Participant Agreement - Terms and Conditions, and if you understand and agree to each of the terms, then sign, print your name, and date where indicated at the end of the agreement.
2. **Home/Host Family Applicant and Parent(s)/Legal Guardian(s):** Read this Participant Agreement - Terms and Conditions, and if you understand and agree to each of the terms, then sign, print your name(s), and date where indicated at the end of the agreement.

**Statement of Purpose:** Transformational leaders can learn to understand others with different values, cultures, and beliefs through sustained mutual experiences and constructive communication skills. Through domestic exchange programs, the American Young Leader Exchange (AYLX) assists participants in acquiring leadership skills, cultural awareness, and knowledge needed to grow into transformation leaders who understand America's diverse viewpoints.

We, the undersigned Student Applicant and Host/Home Family Applicant and Parent(s)/Legal Guardian(s) agree to abide by the following Participant Agreement - Terms and Conditions ("Agreement") of participation:

## A. Student Policies

1. We agree with the Statement of Purpose of the American Young Leader Exchange (“AYLX”) and have given our child permission to participate in this program and all scheduled and related activities as described in <https://www.aylx.org/>, including, but not limited to pre-exchange workshops, attending your host school, and coaching sessions. We and our child agree to obey the policies described in this Agreement.
2. We affirm that our child meets all program eligibility requirements as described in <https://www.aylx.org/student-and-host-family-eligibility/>
3. We agree that our child will adhere to the AYLX Student Code of Conduct upon acceptance into the program.  
(<https://www.aylx.org/wp-content/uploads/2021/08/AYLX-Student-Code-of-Conduct.pdf>)
4. We agree that our child will adhere to the AYLX Sexual Harassment & Abuse Prevention Policy upon acceptance into the program.  
(<https://www.aylx.org/wp-content/uploads/2021/08/AYLX-Sexual-Harassment-Abuse-Prevention-Policy.pdf>)
5. We understand and agree that visits from family and hometown friends are strongly discouraged during the program as such visits can interrupt the continuity of the relationship with the host family and diminish the exchange experience for the participant and host family. We agree that we will not visit our child during his or her participation in the AYLX program without obtaining prior written approval from AYLX. If a visit is approved during the program, we understand that all requirements for travel and accommodations will be our responsibility. We should not expect to stay with our child’s host family nor visit the host school. We understand that a request for a visit may be denied if the program believes it will interfere with the participant’s program requirements, activities, or participation.
6. We understand and agree that if our child is selected to receive a scholarship, final acceptance will depend on the fulfillment of placement, coordination, workshop, and transportation requirements.
7. We understand and agree that a scholarship offer may be terminated before departure if our child does not complete pre-program requirements, submit travel documents on time, or exhibits behavior not in line with the AYLX Student Code of Conduct.
6. Our child agrees to participate fully in all program activities unless an absence is excused in advance by AYLX. These activities include pre-program preparation before the program and coaching sessions during their exchange. The student is expected to begin and end the program on the dates agreed upon by their home families, host families, and AYLX.

7. If the participant is absent from the host family, school, or other assigned place without obtaining prior written approval from AYLX, AYLX will attempt to contact the participant and may involve local authorities if it is determined that the participant has left the program through voluntary action. AYLX and its employees, agents, and instrumentalities are absolved from all obligations, legal or otherwise, to the participant and parent(s)/legal guardian(s) for the participant's current or future well-being. AYLX will consider the participant for dismissal from the program. We understand and agree that we are responsible for paying for their travel costs to return home in these cases.
8. Our child agrees not to make any significant life changes during participation in the AYLX program. If marriage or pregnancy occurs while the student is a participant, the participant will be dismissed from the AYLX program. If a participant is found to be pregnant or caused a pregnancy, the participant must return home. We understand and agree that we are responsible for paying for their travel costs to return home in these cases.
9. We acknowledge that our child is subject to the local and state laws of the host family while on exchange.

## **B. Home/Host Family Policies**

1. We agree to accept personal responsibility for hosted students under the age of 18 years pertaining to care, support, and protection.
2. We affirm that we, the Host/Home Family, meet all program eligibility requirements as described in <https://www.aylx.org/student-and-host-family-eligibility/>
3. We agree to adhere to the AYLX Host/Home Family Code of Conduct upon acceptance into the program.  
([https://www.aylx.org/wp-content/uploads/2021/08/Host\\_Home-Family-Code-of-Conduct.pdf](https://www.aylx.org/wp-content/uploads/2021/08/Host_Home-Family-Code-of-Conduct.pdf))
4. We agree to adhere to the AYLX Sexual Harassment and Abuse Prevention Policy.  
(<https://www.aylx.org/wp-content/uploads/2021/08/AYLX-Sexual-Harassment-Abuse-Prevention-Policy.pdf>)
5. We acknowledge that AYLX has the exclusive right to determine the suitability of a host family to participate in the program. AYLX has mandated that all adult members of the household who live in the home full or part-time, or who stay frequently, must undergo a screening process that includes:
  - A criminal background check for family members 18 years of age or older.
  - Financial screening to ensure that the basic needs of the exchange student can

- be met.
  - A home inspection to ensure a comfortable and nurturing environment, and that the home is clean and sanitary.
  - An interview with all family members residing in the home.
6. We agree to provide my exchange student three basic meals each day, which may be provided by a combination of meals with the family, at school or institutional facilities, or packed lunches.
  7. In the event where my child needs to return home and/or is dismissed from the program, we agree to continue to host my exchange student for the duration of the program.
  8. We acknowledge that no compensation will be offered for hosting an exchange student.

### **C. Host Family Placement**

1. We are aware that there is no “typical” exchange living experience or host family. We understand and agree that like in our hometown, the composition of families varies and successful host family placements require flexibility and understanding of the host culture on the part of the participant and family. We understand and agree that placements are made on the basis of criteria designed to determine the suitability of host families and that the AYLX does not discriminate on the basis of race, color, disability, religion, gender, or national origin, either with respect to participants or to host families.
2. We understand and agree that internet availability may be unreliable and will vary among and within-host cities and host family homes.
3. We understand and agree that our child, despite having listed their preferred American regions in the application, may not be placed in a preferred region. We understand and agree that AYLX will not discuss individual determinations about the application review after host family assignments.
4. We understand and agree that AYLX reserves the right to alter a student’s assigned host family and community based on the availability of funding, regional coordinators, class credit validation, and other factors. In the event of program curtailment or cancellation, we understand and agree that AYLX cannot guarantee an alternate program.

### **D. Travel Policies**

1. We agree that our child will travel to and from their host family via the transportation means provided and the dates determined by AYLX. Alternative transportation means may be arranged before the exchange to include the student being driven by their

parent(s)/guardian(s) or their host family only with permission and coordination through AYLX.

2. We will not encourage or permit our child to travel outside the host community during participation in the program, except for authorized participant or program travel. AYLX participants must obtain permission for travel outside the host community from AYLX, whether accompanied or not by their host family, a school official, or other responsible adults. Independent travel is strongly discouraged and generally denied. Unauthorized travel will be considered grounds for dismissal from the program. In this case, AYLX and its employees, agents, and instrumentalities are absolved of all obligations, legal or otherwise, to the participant and their parents/guardians for the participant's current or future well-being. At that point, the program has no responsibility to provide supervision, housing, meals, health benefits, or any other support.
3. Travel requests must generally meet these criteria:
  - a. AYLX determines that arrangements include precautions to help ensure the participant's safety to the extent possible.
  - b. AYLX is informed of the participant's location at all times.
  - c. Parent(s)/legal guardian(s) provide written permission.
  - d. The travel does not interfere with school attendance or program activities.  
AYLX participants must advise their AYLX coordinator of all travel in advance per the established guidelines. Procedures for obtaining permission to travel will be explained to participants in writing before departure.
4. We understand and agree that in making travel arrangements for our child, AYLX contracts with or uses commercial entities, including but not limited to airlines, trains, buses, restaurants, and hotels, whose performance and services cannot be controlled by the above-named party. Consequently, we understand and agree that AYLX and their employees, affiliates, parent entities (including OpenCollective Foundation), or agents and instrumentalities are not liable for any of the actions or negligence of such commercial entities including, but not limited to, lost baggage, uncomfortable accommodations, and travel delays. We further understand and agree that AYLX reserves the right to change or alter travel, lodging, or other arrangements if they believe such a change to be in the best interest of the participants or the program.
5. We understand and agree that participant travel to their home family while on the AYLX program is not permitted except in the case of pre-approved program-related activities, death or imminent death of an immediate family member, or emergencies. Other travel requests to their home family will be evaluated on a case-by-case basis, but only in rare cases will they be considered for reasons other than those stated above. We understand and agree that we are responsible for paying for their travel costs to return home and to return to their exchange family to complete the program in these cases.  
Non-program-related trips interrupt the exchange process and break the continuity of the relationship with the host family. Any requests for travel home or a third country must be

approved in advance by AYLX. Unauthorized travel will be considered grounds for dismissal from the program. We understand and agree that we are responsible for paying for their travel costs to return home in this case.

6. We understand and agree that our child will be responsible for paying any fees incurred for excess baggage set by the airlines used for program travel. We understand and agree that this provision applies to both international and domestic travel and that such limits may change during the course of the program.
7. We understand and agree that our child must return home at the end of the program on the date assigned or arranged by the program in the event of voluntary program withdrawal, dismissal, and/or emergency evacuation. Extensions or changes will not be permitted or facilitated by AYLX. We understand that failure to comply with these return travel arrangements will result in return travel forfeiture and program dismissal. AYLX will not provide future support, health benefits, or accommodations and will not be liable for damages.
8. We understand and agree that if our child is dismissed from the program, then all costs for any expenses involved in doing so, including travel home, will be our responsibility.
9. We understand and agree that AYLX participants 16 years of age or younger may be required to submit additional documentation for domestic or international travel due to travel requirements.

#### **E. Academic Institution**

1. We understand and agree to allow AYLX to share information about our child with program office staff and volunteers, host institutions, and host families for the purpose of the host family and academic program placement and support. Information will be shared as needed for program management purposes at the discretion of AYLX staff.
2. We authorize AYLX, employees, and representatives to change the place of residence or school designated for our child if they believe such a change to be in the best interest of our child. We understand that we will be notified of any such change.
3. We recognize that our child's exchange academic institution may impose academic standards or other requirements in determining grade level or academic placement that differ from those imposed in the school that our child now attends. We acknowledge and accept that participation in the program does not guarantee credit or graduation from the school our child now attends. We understand and agree that it is our responsibility to arrange with the school our child now attends for credit or graduation upon completion of the program, or to arrange for permission for an academic leave of absence.

4. We understand that AYLX strongly advises against participants completing online courses or other academic studies for their home schools while on exchange. AYLX is an encompassing immersion program that requires the full energy and attention of the participant. We understand and agree that our child must request prior approval from AYLX to engage in such courses. We also understand and agree that should AYLX determine that an external course interferes with the participant's ability to fully participate in the AYLX program, AYLX may require the participant to limit time spent on the external course or drop the course.
5. We understand that we may have to sign a waiver or release document to give permission and authorization for our child to take part in activities or school-organized sports.
8. All program participants must attend classes and activities as part of their program, whether at a high school, academy, language institute, or other educational institution. Participants are expected to attend all classes and activities unless their absence is excused in advance by the local AYLX representative. AYLX may dismiss a participant from the exchange program if a student has several (usually 10 or more) absences, excused or unexcused. Non-attendance in classes or program activities may result in dismissal from the program. We understand and agree that we are responsible for paying for their travel costs to return home in this case.
9. We understand and agree that if a participant is expelled from the assigned school or other academic institution, the participant will be dismissed from the program. We understand and agree that we are responsible for paying for their travel costs to return home in this case.

## **F. Health/Medical Issues**

1. We confirm that all medical information to be provided will be accurate and contain no material omissions of which we are aware. Should our child experience any changes to physical or mental health after the application has been submitted, we agree to inform AYLX promptly. We understand that such new information may require reconsideration of our child's status and/or placement in the program. Timely communication of this information is necessary to determine and secure appropriate placement and provide the participant with the appropriate level of on-program support. We understand that withholding information about our child's medical condition, including physical and mental health, puts our child at risk in the exchange environment and will likely result in either cancellation of their AYLX scholarship and/or dismissal from the program. We understand and agree that the scholarship offer may be withdrawn before departure if our child does not meet all medical requirements or if the program cannot provide adequate support. We understand and agree that we are responsible for paying for their travel costs to return home in these cases.

2. In the event that our child has a recurrence of any previous illness contracted before leaving our home of residence, or develops a new illness that precludes them from participating fully in the program, we authorize AYLX to return our child to our care. In deciding for an early return, the Student's overall safety and well-being in the exchange environment and capability of fulfilling the conditions of the program will be considered. We understand and agree that we are responsible for paying for their travel costs to return home and to return to their exchange family if possible to complete the program in these cases. We will not hold AYLX or its employees, affiliates, parent entities (including OpenCollective Foundation), agents, and instrumentalities responsible for any debts incurred in connection with treatment for such conditions. We understand that treatment for some conditions may not be available in some regions.
3. We confirm that we will provide a full and complete medical and immunization history of our child. We understand that our child's medical history forms will not be reviewed unless or until our child is selected as a finalist or alternate. If our child is selected for a scholarship, the AYLX medical and placement requirements must be met. We understand that our child may require additional immunizations depending on the host state and county and/or host institution/school and we agree to arrange and pay for such immunizations. We understand and agree that AYLX cannot provide medical guidance on immunizations and that we should consult a physician and monitor the U.S. Center for Disease Control's (CDC) travel guidance. We agree to comply with CDC guidance regarding immunizations and understand that we are responsible for any consequences resulting from failure to comply with the CDC recommendations.
4. As the applicant's parents or guardians, we agree to and do hereby authorize AYLX, their personnel and representatives, and the adult members of the host family to act for us in any emergency, accident, or illness, including authorizing any medical care for our child if they cannot contact us within a reasonable time frame. We understand and agree that if AYLX and, as appropriate, medical professionals, determine that our child is unable to fulfill the conditions of the program for medical reasons, even with help from auxiliary aids and/or modifications to the program, where appropriate, the participant may be dismissed from the program and returned home. We understand and agree that we are responsible for paying for their travel costs to return home in these cases.
5. If selected as an AYLX participant, we understand and agree that AYLX will share our child's medical information with third parties including, but not limited to, program office staff and volunteers, program contracted medical professionals, independent affiliate organization partners, host institutions, host families, and parent(s)/legal guardian(s) for the purpose of on-program support. Information will only be shared on a need-to-know basis at the discretion of AYLX staff.
6. We understand and agree that AYLX and its employees' affiliates, parent entities (including OpenCollective Foundation), and their representatives, and host families are

not responsible for any medical bills not covered by personal insurance or the health benefits provided by the program incurred by a participant regardless of who signs a medical form. AYLX, its employees, affiliates, and its parent entities (including OpenCollective Foundation) bear no responsibility for any complications and/or negative results associated with medical treatment.

## **G. Privacy**

1. We understand that we will be provided with the AYLX Privacy Policy, <https://www.aylx.org/privacy-policy/>.
2. We understand and accept that AYLX will share the personal information we and our child have provided in the application, interview, and medical review, during the placement process and during the program and may transmit such data to third parties, including, but not limited to, program office staff and volunteers, host institutions, medical providers, and host families for any purpose reasonably required for safety, participant support, proper organization, fulfillment, and promotion of the AYLX program.
3. We understand that the data will not be sold or otherwise transferred to third parties for any purpose other than AYLX program administration, implementation, and evaluation unless otherwise required by law.

## **H. Waiver and Release**

1. We hereby release and agree to indemnify and hold harmless from liability AYLX and its officers, directors, employees, affiliates, parent entities (including OpenCollective Foundation), and/or agents for any liabilities, claims, damages, costs or expenses, (including court costs and legal fees incurred) resulting from any of my acts or the acts of my child, omissions or failure to act during participation in the program, including but not limited to my/my child's negligence, intentional acts, gross negligence, or willful or wanton conduct. To the furthest extent permissible by law, we hereby irrevocably, unconditionally, and fully waive, release and forever discharge the AYLX and its officers, directors, employees, affiliates, parent entities (including OpenCollective Foundation), and/or agents from any and all liabilities, claims, damages, costs or expenses associated with participation in the program, including but not limited to those resulting from personal injury or property damage, injury, loss, delay, or expense incurred by me/us or any host family member, guest, employee, agent, or a third party due to: (i) events beyond AYLX's reasonable control, including without limitation acts of God, acts of war or governmental restrictions, and, in the absence of gross negligence or willful misconduct by AYLX, (ii) any events and/or acts directly or indirectly caused by any intentional or negligent acts or omissions at any time by any student and/or host.

## Declaration by Applicant Student

I have read and understand this Agreement and discussed its terms and conditions with my parent(s)/guardian(s). I agree with the purpose of the AYLX and fully accept all terms and conditions of this Agreement and all other rules, regulations, and conditions set forth concerning the program. I will do my best to become an integral part of my host family, academic institution, and community; will travel only in accordance with the Travel Policies above; and will attend the institution or program designated for me regularly, and complete all work to the best of my ability.

I hereby certify that the information provided in all parts of the application is truthful. I understand that any misrepresentation or false answer can be grounds for my dismissal from the AYLX program and/or loss of scholarship stipend.

X \_\_\_\_\_  
Print full legal name: \_\_\_\_\_  
Date: \_\_\_\_\_

## Declaration by Applicant Home/Host Family and Parent or Legal Guardian

1. We have discussed the goals of the AYLX program and this Agreement with our child, and each of us fully understands the obligations and agrees to adhere to them.
2. We confirm that all information provided in the submitted application is truthful.
3. We understand and agree that any material changes to the information provided in the application and this Agreement must be conveyed promptly to AYLX.
4. We confirm that we have the authority to approve for this student to participate in AYLX.
5. Our signatures below authorize AYLX to conduct a background check with the personal information we have provided. This background check may include but is not limited to, my driving history; a social security number verification; present and former addresses; child abuse registry, and police records. I understand that this authorization and release shall be valid for subsequent checks during our participation in the AYLX program.

Signature(s) of Parent(s) or Legal Guardian(s)

**All legal guardian(s) listed in the applicant's online application must sign this document.**

X \_\_\_\_\_  
Print full legal name: \_\_\_\_\_  
Date: \_\_\_\_\_

X \_\_\_\_\_  
Print full legal name: \_\_\_\_\_  
Date: \_\_\_\_\_