

# **Pediatric Acupuncture Japan Tour Agreement: Release and Waiver of Liability**

## **Important Legal Document: Read Carefully**

I, \_\_\_\_\_, have agreed to participate in the May 2026 Pediatric Acupuncture Japan Tour (the Program) hosted by Yumiko Freeman and Maui Kids Acupuncture LLC (the Group) in Tokyo, Japan (the Host Country). In consideration of being permitted to participate in the Program, I hereby agree to the following conditions established by Yumiko Freeman, L.Ac., an owner of Maui Kids Acupuncture LLC, the organizer and translator for this program= (the Program Coordinator):

1. **Program Orientation:** I am responsible for attending required orientation meeting, for submitting all forms and identification materials by the specific date(s), for following instructions for course registration, and for complying with requests related to my enrollment. Failure to do any of the above may result in my removal from the Program.
2. **Payment of Fees:** I accept the responsibility for coordinating timely payment for tuition and associated program fees prior to and during the program. I am responsible for making payment of all account balances by the fee deadline. Non-payment of fees will jeopardize continuing participation in the Program and may result in withdrawal or dismissal.
3. **Costs Related to withdrawal, Dismissal and/or Absence:** I shall be solely responsible for any and all costs arising out of my voluntary or involuntary withdrawal or dismissal from the Program prior to its completion, including withdrawal for reasons of health, family emergency, illegal drug or alcohol use or abuse, legal detention, etc., or disciplinary action by official representative(s) of the Group. Costs incurred on my behalf include, but are not limited to, moneys advanced on my behalf for non-refundable deposits at other institutions, legal documents and special fees. If I withdraw, depart, to am dismissed from the Program for any reason prior to its formal completion, I will not be eligible for any academic credits, and further I understand that the fees charged for the Program pay for the trip as a whole, and that I cannot will not be refunded for parts of it that I miss due to absence, withdrawal and/or dismissal. If I withdraw after February 15, 2026, I will be responsible for the full Program fee. The only exception to this is if the Program Coordinator cancels the trip as a whole, for all participants. Cancellation or withdrawal after the Program has started will result in the forfeiture of all fees.
4. **Travel to Program Site:** I am responsible for securing travel arrangements that will allow timely arrival to the Program site for on-site orientation, and for notifying the Program Coordinator of my itinerary and transportation methods. I am responsible for investigating and applying for appropriate documentation, e.g. passport, visa. I understand that the Program Coordinator requires that I purchase trip cancellation insurance as protection against the possible cancellation of the Program due to low enrollment, world events, and any other unforeseen events.
5. **Itinerary:** I understand that, although the Group and the Program Coordinator will attempt to maintain the Program as described in its publications (website, social media, etc.), it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that neither the Group nor the associates Program Coordinator shall be responsible or liable for any expenses or losses that I may sustain because of these changes.
6. **Attendance:** I acknowledge that attendance is mandatory at all classes and orientation except in cases of illness and/or emergencies beyond my control. With the exception of personal and family emergencies where the participant and the Program Coordinator have made appropriate arrangements, participants must remain in the Program for its entire duration in order to receive CEU/PDA credit.
7. **Group Policies:** I understand that I am responsible for adhering to established policies, heeding verbal and written announcements, and exhibiting reasonable and acceptable behaviors which show genuine concern for the social patterns of the Host Country culture as well as my personal integrity at scheduled events and on excursions. I further acknowledge that the Program Coordinator has the sole authority to make decisions regarding the continued participation of any individual in the Program whose conduct may necessitate disciplinary action.

8. **Drugs:** Illegal drugs in any form are not tolerated. Possession or use of illegal drugs is may be punishable by fine, imprisonment, and/or deportation. Participants found using or possessing illegal drugs in any form are subject to immediate dismissal from the Program.

9. **The Host Country:** I understand that I will be subject to and I agree to obey the laws, regulations and policies of the Host Country and institutions in which the Program is hosted. I acknowledge that violation of any policy, law, or regulation of the Host Country or institutions may subject me to penalties, including dismissal from the country, the Program, or such other disciplinary action as may be applicable. I understand that the Group and the Program Coordinator reserve the right to decline to retain me in the Program at any time should my actions or general behavior, in the sole discretion of the Group, be determined to impede or obstruct the progress of the Program in any way.

10. **Dismissal:** I understand that the Program Coordinator and associates of the Group have the right to dismiss me from the program at any time if: a) my conduct violates established rules of behavior; b) I violate laws, rules and/or regulations of the Host Country, community, institution or programProgram; or c) the official representative(s) (Program Coordinator) has reasonable cause to believe that my continued presence in the Program constitutes a danger to the health or safety of persons, including myself, or property, threatens the future viability of the Program, or brings the programProgram into disrepute or its participants into legal jeopardy. I understand that a decision made to dismiss me from the programProgram will be final; that separation from the programProgram will result in the loss of all academic credit and terminate my status as a programProgram participant; and I will not be entitled to any refunds and will remain responsible for costs incurred on my behalf. I understand that once dismissed I will not be allowed to participate in any Program group activities.

11. **Health Care and Emergencies:** I am responsible for my own healthcare, conduct, financial integrity and travel plans related to the Program. In the event of serious illness, accident, or emergency, my designated emergency contact(s), as indicated on the Application Form, may be notified. I also authorize the Program Coordinator and associates to secure medical treatment on my behalf, including surgery and the administration of an anesthetic and to provide any health information as appropriate.

12. **Health insurance:** I hereby certify that I am covered with health insurance which I have determined to be adequate and satisfactory for any injury or illness that might befall me while I am participating in the study abroad Program. I acknowledge that the Group and its representatives have not made any representations to me concerning the adequacy of my health insurance, and I further accept that it is my sole responsibility to ensure that my health insurance coverage is adequate for my needs.

13. **Disability Accommodations:** I accept the responsibility for registering with the Program Coordinator to determine eligibility for services and accommodations related to disabilities, if appropriate.

14. **Personal Responsibility:** Although the Group is sponsoring this Program, I understand that neither the Group, nor the Program Coordinator, nor any of the associates, instructors, or travel arrangers will be supervising me at all times. I will have the opportunity and the right to independently leave the group periodically, subject to the requirements for participation in and attendance at classes and other activities that are a required part of the Program. Therefore, I will be responsible for my own safety and cannot hold the Group or the Program Coordinator or any associates liable for any injuries to my person or property or any other losses as a result of my participation in the Program.

15. **Assumption of Risk:** I hereby acknowledge that I am fully aware that there are risks inherent in my participation in the Program, and I willingly and voluntarily assume such risks. These risks may include, but are not limited to, accidents, criminal activity, civil disorder, personal injury, and death. I have made myself aware of the physical requirements necessary for participation in the Program, and I certify that I possess all of the necessary physical abilities, experience, training, and knowledge. I am aware that the Group does not warrant the condition or adequacy of any equipment, premises, vehicle, or mode of transportation for any purpose. I agree that the privilege of participating in the Program is a valuable opportunity, and in partial consideration of that opportunity I hereby

forever release and discharge from liability of any kind arising out of my participation in, preparation for, or travel associated with the Program, the Group, the Program Coordinator, and all associates. As a part of the consideration for my participation in the above-referenced Program, I hereby covenant not to sue any of the above-named released parties for any cause of action arising out of my participation in the event.

16. **Third-party Liability:** I understand that the Group and the Program Coordinator and any associates do not represent or act as agents for, and cannot control the acts or omissions of, any host institution, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that the Group and the Program Coordinator and associates are not responsible for matters that are beyond their control, and I hereby release the Group and the Program Coordinator and all associates from any injury, loss, damage, accident, delay, or expense arising from any such matters.

17. **Indemnification.** I will defend, indemnify, and hold harmless the Group, Program Coordinator, and any associates from and against any and all losses, liability, claims, judgments, and damages, caused by or arising out of my own acts or omissions.

18. I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.

19. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, I acknowledge that I have the right to consult with the adviser, counselor, or attorney of my choice.

20. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such adjudication will occur in the courts of, and be determined by the laws of, the State of Hawaii without regard to choice of law provisions of the laws of any other state or country.

21. This agreement represents my complete understanding concerning the Group's and the Program Coordinator's and associates' responsibility and liability for my participation in the Program as well as my disclosure of my medical history, supersedes any previous or contemporaneous understandings I may have had with the Group on this subject, whether written or oral, and may not be changed or amended in any way except by written agreement of the parties.

22. I represent that I am at least eighteen years of age.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_