

SCHEDULE C

Form of Liability Release Statement



PARTICIPANT AGREEMENT & LIABILITY RELEASE STATEMENT

The undersigned (“Participant”), in consideration of acceptance into the 2020 Undergraduate Wharton Leadership Venture Expedition (the “Tour”), hereby agrees to the below terms and conditions of this Participant Agreement & Liability Release Statement (this “Agreement”).

Pricing

The Tour fee includes booking and registration, course instruction, supervision, room and board, course approved and sponsored group expenses, gratuities and certain accommodations, meals, entertainment, sightseeing tours and other services. The Tour fee does not include travel fees to and from the Tour, medical expenses, travel insurance, optional accommodations or services through third party operators, fees associated with obtaining any or all necessary Travel Documents (as defined below), any additional transportation or housing expenses outside of the Tour, certain accommodations, meals, entertainment, sightseeing tours and other services or any personal expenses, including, but not limited to, any personal effects or possessions and any meals outside of the Tour.

Refund Policy

No refund, either in full or in part, will be made with respect to any arrangement for accommodations, meals, entertainment, sightseeing tours or other services which are included in the Tour but not utilized by Participant, or where Participant amends, cancels or otherwise varies such arrangement after commencement of the Tour. No refund, either in full or in part, nor a reduction will be made in the event any Participant does not attend the Tour, arrives late to a Tour, leaves a Tour early, withdraws from a Tour or is dismissed from a Tour.

Required Enrollment Forms

In order to be considered for enrollment on the Tour, Participant shall provide to SC (a) this Agreement; (b) any medical information reasonably requested by SC within fifteen (15) days of such a request by SC; and (c) an accurately and fully completed medical information form (“Medical Form”) within thirty (30) days of Participant’s receipt of the Medical Form. Participant agrees that in the event that Participant does not complete the required Medical Form or provide medical information reasonably requested by SC, for any reason, by the deadline indicated above, SC reserves the right to cancel Participant’s booking.

Medical Information, Authorization, Medications and Expenses

If Participant has any pre-existing medical condition which may impact Participant's ability to travel, participate in the Tour, travel to remote areas without access to medical facilities, or otherwise adversely affect the experience of others on the Tour, Participant shall (a) disclose all such pre-existing medical conditions; (b) provide updated medical information or any medical changes that take place prior to the commencement of the Tour; and (c) return a Medical Form signed by a licensed and practicing physician, all to SC within thirty (30) days of Participant's receipt of the Medical Form.

In the event of illness or injury, Participant hereby grants SC, and its employees and representatives, authority to act as medical guardian of Participant in all medical matters during the Tour, without limitation, including authorizing medical treatment or hospitalization, as necessary. All medical expenses, and any related fees, shall be at Participant's sole cost and expense.

SC reserves the right to deny Participant permission to travel or participate in any aspect of the Tour at any time and at Participant's own risk and expense where SC, or an employee or representative of SC, determines that Participant's physical or mental condition renders him/her unfit for travel or such Participant represents a danger to himself/herself or others.

Participant understands that Participant should consult a physician to (a) confirm fitness for travel and participation in the Tour; and (b) administer any applicable vaccinations and medical precautions. Participant is responsible for assessing the risks and requirements of each aspect of the Tour based on Participant's unique circumstances, limitations, fitness level and medical requirements.

SC shall not be responsible for the care or dispensation of any medication.

Personal Effects

SC shall have no risk or responsibility for any baggage, belongings, currency, valuables, documents, passport, travel documents, personal effects or possessions (collectively, "Personal Effects") of Participant. Participant shall be responsible for all of Participant's Personal Effects at all times during the Tour.

SC shall not be responsible or liable for (a) any loss of or damage to any of Participant's Personal Effects, whether due to theft, accident, negligence or otherwise; and (b) any cancellation or curtailment of Participant's Tour compelled by any such loss of Personal Effects. In the event Participant cancels or curtails the Tour, SC shall not pay any compensation or refund to Participant.

Travel Documents

Participant shall ensure that he/she has all necessary and valid travel documents and statutory clearances, including, but not limited to, a passport that is valid for at least six (6) months subsequent to the scheduled departure date of the Tour, visas, confirmed air tickets and medical insurance (collectively, "Travel Documents"), to enable Participant to travel. SC shall not be obligated to refund any fee paid by Participant if Participant must cancel his/her position on the Tour due to invalid or lack of necessary Travel Documents. Participant shall be liable for any and all cancellation charges, fees or expenses due to invalid or lack of necessary Travel Documents.

Rules and Consequences

Participant shall comply with all SC rules and regulations and all applicable laws, including but not limited to, those related to theft, criminal activity, smoking, alcohol and drug use. It is expressly forbidden for Participant to use or possess drugs, drug paraphernalia, cigarettes, electronic cigarettes, chewing tobacco, non-prescription drugs and prescription drugs in contradiction to its prescribed use. Participant shall sleep where designated and respect off-limits sections of the vessels. Participant shall not engage in excessive displays of affection or any sexual activity with any other participant or any SC employee or representative. Participant shall adhere to a "buddy system" during the Tour, whether on land, vessel, or in water. Participant shall not use foul language or participate in horseplay. Participant shall respect the health, safety and welfare of SC employees and representatives, other participants, their own and others' Personal Effects. Participant may not leave SC facilities without express permission from an SC employee or representative. Participant shall comply with the rules provided by SC employees and representatives during the Tour.

Any participant who violates SC rules and regulations regarding drugs, smoking, alcohol or tobacco during the Tour or while in transit to or from the Tour, as well as those who remain in the company of anyone violating these rules, shall be dismissed immediately. SC reserves the right to undertake reasonable searches to ensure compliance with SC rules and regulations. SC may, in its sole and absolute discretion, exclude Participant from participating in any or all aspects of the Tour if Participant's condition or behavior renders such Participant unfit to commence or continue the Tour. Unfitness may include, but is not limited to, any behavior, regardless of its cause, that is inappropriate or offensive or interferes with the delivery of Tour services or may constitute a hazard or embarrassment. Any additional costs or fees incurred in connection with early dismissal or withdrawal from the Tour shall be at Participant's sole expense.

Insurance

SC highly recommends that Participant purchase and maintain travel insurance covering all applicable dates of the Tour. SC recommends that the insurance include medical, education and repatriation coverage and covers personal injury and emergency medical expenses. SC recommends that the insurance coverage be extended to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while

traveling. Participant acknowledges that insurance coverage is an additional cost, not included in the cost of the Tour, to be paid at Participant's sole expense.

Marketing

Participant agrees that SC may use images, photos, articles, music, art, statements or videos of or by Participant obtained, produced or created by SC or its employees or representatives during the Travel Tour, or shared with SC by Participant, for SC's marketing or commercial purposes. Participant hereby grants a perpetual, royalty-free, worldwide, irrevocable license to SC to reproduce such images, photos, articles, music, art, statements or videos, for any purpose whatsoever, including marketing, promotions, the creation of promotional materials by or with sub-licensees and other commercial purposes, in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to Participant.

SC may share personal information received from Participant with other participants or third party operators as necessary.

Liability Release

Participant, on behalf of himself/herself and his/her heirs, executors, administrators, successors and assigns, hereby releases SC and its shareholders, directors, officers, employees, agents, assigns, successors and representatives of any and all liable in connection with: (a) any injury, death, illness, damage, loss, delay or detriment affecting any person or property not arising from SC's negligence or breach; (b) any loss, damage, cost, expense or delay suffered or incurred due to circumstances beyond SC's reasonable control, including but not limited to: (i) actions or omissions of third parties; (ii) mechanical breakdowns; (iii) a force majeure event; (iv) a failure by Participant to comply with any of his or her obligations hereunder; (v) a failure by Participant to possess, obtain or maintain any Travel Documents required for the Tour (e.g. health certificates, visas, valid passports, etc.); or (vi) a failure by Participant to follow reasonable instructions, including but not limited to noting and complying with specified check-in and check-out and/or meeting places and times.

Participant agrees to indemnify, protect, defend, hold and keep harmless SC and its shareholders, directors, officers, employees, agents, assigns, successors and representatives (each an "SC Indemnitee"), from and against any and all liability, loss, damages, cost, charge, obligation or expense (including reasonable attorneys' fees and disbursements), lawsuits, actions, proceedings and claims which an SC Indemnitee may suffer arising out of or in connection with the Tour and/or a breach by Participant of this Agreement.

In the event SC or any SC Indemnitee is required to commence an action to enforce this provision, Participant shall pay all of SC and/or SC Indemnitee's legal costs and expenses.

Governing Law and Exclusive Venue

This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law principles. Any litigation arising hereunder or related thereto shall be tried by the United States District Court for the Eastern District of New York, provided that if such litigation shall not be permitted to be tried by such court then such litigation shall be held in the state courts of New York (such federal and state courts, the “Designated Courts”). Each party irrevocably (i) consents to and confers personal jurisdiction on the Designated Courts; (ii) waives any objection which it may have at any time to the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in such court; and (iii) waives any claim that such suit, claim, action or proceeding is brought in an inconvenient forum and further waives the right to object, with respect to such suit, claim, action or proceeding brought in such court, that such court does not have jurisdiction over such party. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE.

Authority

Participant represents that they have full authority to enter into this Agreement and the Tour.

Modifications

This Agreement cannot be modified except in writing signed by both parties.

Printed Name of Participant: _____

Signature of Participant: _____ **Date:** _____