# **2025 IENA Camp Program Terms & Conditions**

The **Camp Counselor** and **Summer Work Travel (SWT)** programs are part of the **BridgeUSA** J-1 non-immigrant visa administered by the U.S. Department of State. The purpose of these programs is to promote mutual understanding between the people of the United States and other nations through meaningful, work-based cultural experiences. Further information about the BridgeUSA programs can be found at https://jlvisa.state.gov/.

**International Exchange North America (IENA)** is a BridgeUSA visa sponsor designated by the U.S. Department of State to deliver the program and ensure the health, safety, and welfare of program participants.

These Terms and Conditions constitute an agreement between you ("Participant") and your J-1 visa sponsor (IENA). By accepting these Terms and Conditions, you agree to abide by all applicable program policies, visa requirements, and U.S. federal, state, and local laws.

### 1. Program Overview

The J-1 visa is a non-immigrant cultural exchange visa issued by the U.S. Department of State.

# **Key program requirements and considerations:**

- A) This is a cultural exchange program under the J-1 visa category, not a permanent job placement or immigration pathway.
- B) Participants must be capable of independently navigating life and work in a foreign environment, including arranging their own travel and managing day-to-day responsibilities.
- C) All participants must have sufficient command of English to understand this agreement and to acknowledge these terms and conditions.
- D) IENA doesn't own, operate, or manage any summer camps and is not responsible for operational decisions, staffing policies, or daily practices of host camps. All camp-related employment policies will be covered by an additional agreement between a participant and their host camp.

### Program eligibility:

To participate in the Camp Counselor program, you must be at least 18 years old, speak English proficiently, and be a youth worker, teacher, student, or someone with specialized skills relevant to camp life. Camp Counselors work directly with American youth in a leadership or instructional role.

To participate in the Summer Work Travel (SWT) program, you must be a full-time university student outside the U.S., proficient in English, and available during your official academic break. SWT participants at camp typically work in support roles such as kitchen, maintenance, or housekeeping.

By accepting these Terms and Conditions, you confirm that you meet the U.S. Department of State's official eligibility requirements for your visa category and affirm that you are eligible to

participate in the program. You also understand that eligibility requires a clear criminal background check, and that acceptance into the program is based on the quality of your application, relevant skills, and suitability for camp life.

#### 2. IENA's Role and Services

As a J-1 designated J-1 visa sponsor, IENA will:

- A) Provide customer service and support with your application and the visa process while in your home country.
- B) Issue the DS-2019 form and SEVIS (Student and Exchange Visitor Information System) fee receipt required for the visa application.
- C) Use our best efforts to help match you with a summer camp in the US. All placements are voluntary and must be accepted by you. IENA does not force anyone to accept a position at camp.
- D) Provide basic medical insurance for up to 123 days. Insurance coverage excludes Workman's Compensation claims, pre-existing health conditions, and situations that violate coverage of the health insurance policy.
- E) Provide 24-hour, 7 days per week emergency support via telephone while you are in the US.

#### 3. Program Fees and Payment Schedule

- A) All IENA program fees are published on the IENA websites.
- B) IENA program fee includes:
  - a. Application and placement matching services
  - b. BridgeUSA visa sponsorship
  - c. SEVIS registration
  - d. Medical insurance (up to 123 days

Pre-departure and in-country support services

- C) The **fee schedule for first-time counselors** with IENA's Camp Program is as follows.
  - a. Initial payment: due before your interview
  - b. Second payment: due within 7 calendar days of you accepting a position at camp
  - c. Camp contribution: An additional portion of the program fee is paid directly to IENA on your behalf by your host camp. This payment helps cover the remaining costs associated with program administration, visa sponsorship, and support services

**Note**: If you are applying for the program through an IENA recruitment partner, your payment schedule will be set by your recruiter.

- D) The **fee schedule for returning counselors**: The full program fee is paid by the applicant upon application submission.
- E) All fees paid to IENA are subject to the "Refund and Cancellation Policy" outlined in this agreement (Section 12).
- F) **Payment note**: If, after payment is received, a chargeback is used or any kind of payment dispute from the cardholder is issued, payment is due immediately, plus a service fee of

\$100 to cover administrative costs. Failure to pay immediately may result in the ending of your program.

# 4. What is Not Included in the Program Fees?

The following costs are not covered by the program fees and are the sole responsibility of the participant:

- A) Costs associated with obtaining a police check, medical records checks, and immunization certificates.
- B) Visa application fees paid directly to the U.S. Embassy, and travel costs associated with the J-1 visa appointment.
- C) Costs incurred during travel to visa interview, hiring events, and pre-departure orientation.
- D) Flights from your home country to the United States and return flights home.
- E) Travel from your U.S. arrival airport to camp. (Confirm with your camp director if there are any specific arrangements for arrival transportation and financial support available in advance of your travel).
- F) Optional travel insurance if you wish to add additional coverage.
- G) Costs related to the re-issuance of your DS-2019 form, if necessary.
- H) Camp-specific expenses required by the camp, such as state police record checks, additional medical checks, or additional vaccinations. Please note that some camps may require immunizations for Hepatitis A or B, Mumps, MMR, TB, or any other immunization deemed necessary. Any costs incurred are the responsibility of the applicant to comply with these requirements.
- I) Camp-specific clothing items that may be required for a camp uniform. Such items, if required, can be discussed with the camp before your hire is confirmed.
- Expenses during personal travel outside of program dates, before and/or after your program.
- K) Any costs associated with your early departure from the program.
- L) You agree to pay these additional fees as they arise. Failure on your part to make these payments will result in your application being withdrawn from the program.

# 5. Application Process and Required Documentation

To participate in the program, applicants must complete each step of the process in a timely and accurate manner:

- A) Complete a program interview with IENA or a designated recruitment partner
- B) Submit a completed application with references and criminal history disclosure via online IENA account.
- C) IENA will assess your application. If your application is complete and meets the eligibility criteria, it will be accepted for the program participation and will be made available to U.S. camp directors in the online database. In some cases, your application may be viewable by camps before all supporting documents are submitted. However, your placement will not be finalized before your application is complete.

- D) Applicants accepted into the program will interview with camp directors and may receive placement offers. Application acceptance does not guarantee that a camp will offer you a summer position.
- E) Job offers are made based on your availability, skills, and experience. Offers are made throughout the recruiting season, typically from early fall through June.
- F) Applicants are expected to respond promptly to communication from IENA, camp directors, and recruitment partners through this process.

# 6. What is Considered a Completed Application

An application is considered complete when the applicant completes the following steps:

- A) Complete and submit an online application
- B) Accept the Program Terms and Conditions
- C) Submit all required documents as detailed in the "Required Documents" section of your online profile, including (but not limited to):
  - a. A valid passport copy
  - b. Official police background check
  - c. Two professional references
  - d. Applicants with prior BridgeUSA camp experience must submit a positive reference from their previous camp director or direct supervisor at camp. If a positive reference cannot be provided, the application cannot proceed.
- D) Once hired at camp:
  - a. Sign your camp agreement
  - b. Pay any remaining program balance
  - c. Submit travel details
  - d. Request insurance
  - e. Successfully apply for your BridgeUSA Visa at the U.S. Embassy.
- E) You must provide complete and truthful information throughout the application process. This includes all forms, interviews, documentation, and communication with IENA and its representatives. Any of the following may result in immediate cancellation from the program, with or without refund, at IENA's sole discretion.
- F) Submission of false, deceptive, or incomplete information on the application or documentation.
- G) Withholding of relevant details regarding health, legal history, or eligibility
- H) Inappropriate or prejudicial behavior online or offline, including public content shared via your social media platform such as Facebook, Twitter, and Instagram, TikTok, or similar.

# **Important Considerations:**

- I) You must inform IENA of any changes to your:
  - a. Contact information
  - b. Program availability
  - c. Health conditions
  - d. Criminal background

- e. Any other pertinent changes regarding your application and ability to participate in the program
- J) If any changes occur after program acceptance and affect the likelihood of placement, IENA reserves the right to withdraw you from the program. Any refund given will be at the absolute discretion of IENA.
- K) You must disclose whether you have any relatives living in the United States. Failure to declare this information may have serious consequences for your BridgeUSA program and J-1 visa eligibility and result in your removal from the program without a refund.

## 7. Criminal Background Check

As part of the application process, all participants, including returners, must undergo a criminal background check to ensure eligibility for participation in the BridgeUSA program, placement at a U.S. summer camp, and J-1 visa process. Costs for a criminal record check vary from country to country, and payment will be the responsibility of the applicant.

# **Background Check Requirements:**

- A) A valid, recent, and official police background check must be submitted as part of your application
  - a. Applicants are required to provide a valid, recent police background check from any country where you have lived for six or more months while over the age of 18
- B) Full disclosure of all previous or pending legal matters is required, including:
  - a. Criminal convictions on your application (adult or juvenile)
  - b. Police cautions, warnings, or reprimands
  - c. Pending charges or investigations
- C) If you have any past or pending legal issues, you must disclose them during the application process and discuss them with your interviewer, local recruiter, or the IENA office before you are interviewed for the program.

#### **Important Considerations:**

- A) U.S. Embassy regulations are strict regarding past criminal history. Failure to disclose required information may result in visa delays or denials.
- B) Non-disclosure of relevant criminal history will result in automatic removal from the program with no refund.
- C) Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of employment.
- D) No refunds will be given to participants whose visa has been refused due to a non-disclosed criminal background.
- E) Applicants with offenses involving drugs, violence, or abuse are not eligible for the program.
- F) By applying to the program and agreeing to these Terms and Conditions, you give IENA your full consent to share your background check with camps.

# **Additional Screening:**

- A) Applicants with unclear or flagged background checks may be asked to provide additional documentation or submit to further screening. Applicants without a clear police check should be aware that additional costs will be incurred if additional checks are deemed necessary, and may also incur substantial additional Embassy costs during the visa application process.
- B) Some camps require additional state-level police background checks or fingerprinting upon arriving in the U.S. (in addition to checks completed in their home country). These may vary by each camp and state. Some additional charges may apply.
- C) Some camps may also conduct random drug testing during the summer and/or require drug testing upon your arrival at camp.

IENA reserves the right to dismiss anyone from the program, without compensation or refund, if they are found to have concealed any criminal conviction, caution, or pending charge.

# 8. Camp Placement Process

Camp placements are based on your availability, experience, and specific needs of each camp.

- A) Placement is not guaranteed and is subject to your adherence to this program agreement, IENA guidelines, and your full compliance with all U.S. Department of State requirements for BridgeUSA J-1 visa holders.
- B) IENA may suggest potential host employers, but the decision to accept a placement offer rests entirely with the participant. As an independent adult, you are responsible for evaluating and choosing to accept a position. IENA does not assign placements without your consent.
- C) Camp placement offers can be made at any point between completion of a full application and July 1.

### 9. BridgeUSA (J-1) Visa Process and Requirements

To participate in the program, you must obtain a J-1 visa issued by a U.S. Embassy or Consulate. You cannot participate in the program without a BridgeUSA visa stamped in your passport unless you hold a United States passport. The following outlines your responsibilities and important details related to the visa process:

# **Preparing for Your Visa Appointment**

Applicants are advised to complete visa interview formalities as soon as possible, once job offer is confirmed.

- A) Once you have accepted a camp placement offer and complete your application, IENA will issue your DS-2019 form along with the instructions on how to apply for the BridgeUSA visa at your nearest U.S. Embassy or Consulate.
- B) You are responsible for booking and attending a visa interview at the U.S. Embassy or Consulate following the provided instructions.
- C) All applicants must:

- a. Attend the visa interview in person at their own expense (excluding Canadian citizens, for whom it is not required).
- b. Pay required visa fees (currently 185 USD) as well as any applicable reciprocity or courier fees.
- c. Arrange and pay for transportation to and from the visa appointment
- D) Before applying for a visa, you must ensure that your passport is valid for at least six months beyond your intended stay in the U.S.
- E) The U.S. Department of State recommends that visa applicants schedule their BridgeUSA Visa interview at a U.S. Embassy or Consulate in their country of citizenship or permanent residence. Applying in a third-party country may increase the risk of a visa denial.
- F) US Embassies are very busy after April 1, which may lead to difficulties in booking a timely interview date. Failure to book a timely appointment will constitute cancellation from the program.

#### **Required Disclosures:**

- A) You are required to disclose all previous U.S. visas applied for, regardless of outcome, as part of your IENA application. This includes any prior J-1, tourist, student, or other non-immigrant or immigrant visa applications.
- B) Failure to declare past visa applications or denials may lead to serious consequences, including visa refusal, cancellation from the program, and forfeiture of all fees paid.
- C) The U.S. Embassy will require evidence of intent to return home, such as proof of ongoing education, employment, or family ties.

### Visa Refusal

- A) If you are refused a visa by the U.S. Embassy or Consulate, you must notify IENA immediately.
- B) IENA cannot be held responsible for decisions made by a U.S. Embassy, Consulate, or representative of the U.S. Department of State. IENA has no authority over Embassy or Consulate decisions and cannot appeal a visa decision.
- C) In the event of a visa denial, exchange visitors have the option to reapply for the BridgeUSA Visa. Applicants will be required to pay the U.S. visa fee a second time.

#### Visa Regulations While in the U.S.

- A) You are permitted to enter the U.S. no more than 30 days before the program start date listed on your DS-2019 Form (this is known as your pre-program "Grace Period"). You are not permitted to work during this time.
- B) Upon successful completion of your program, you may remain in the U.S. for an additional 30 days for personal travel (the post-program Grace Period). You are not authorized to work during this time. Overstaying this period may impact your ability to travel to the US in the future.
- C) You must maintain insurance coverage for the entire duration of your stay, including both grace periods. If you are participating as a Support Staff member at camp, you are required to complete a "Monthly Survey," which will be emailed to you every 30 days. Completing

- this questionnaire is a regulation of your program, and failure to do so could result in your program termination.
- D) SEVIS (Student and Exchange Visitor Information System) is the online database that monitors all exchange visitors while they are in the United States. As your visa sponsor, IENA is required to maintain your visa sponsorship status in the SEVIS system. We have the right to end your program at any time if you fail to comply with program requirements or instructions from IENA staff this includes once your visa has been issued.

# 10. Camp Placement Requirements and Expectations

Camps operate independently from IENA and enforce their own rules and standards. Participants are expected to uphold those standards professionally and responsibly throughout their placement.

- A) IENA does not own or operate any summer camps. Each camp is independently managed by its director and leadership team. IENA is not liable for any decision, actions, or omissions made by or on behalf of the camp proprietors and/or directors.
- B) If you believe that you have suffered any loss, injury, or damage whatsoever as a result of any such decisions, actions, or omissions, your right of recourse lies against the director or proprietor of the individual camp or resort. Your acceptance of a job offer with a camp is subject to this condition.
- C) You are required to complete a 9-week assignment at your designated camp. If your placement is longer than 9 weeks, it must be confirmed with your camp director prior to the start of your employment.
- D) IENA is required by the U.S. Department of State to keep your SEVIS record updated. You must notify IENA of any changes to your employment immediately, including length of employment, position, and site of activity (location). This ensures that your SEVIS record is accurate and compliant.
- E) Camp responsibilities to you are limited to providing you with housing, food, and a stipend (pocket money) as agreed in your camp contract. If any problems should arise between you and your camp during your program, you must inform IENA immediately at +1-888-724-4292 extension 4.
- F) While at camp, you agree to carry out your employment duties and other responsibilities to the best of your ability and with due respect. You agree to cooperate fully with those supervising the program on behalf of IENA, and you agree to abide by any instructions they may give.
- G) IENA considers children and young people to be individual and valuable members of society, who have an unconditional right to be treated with dignity and respect. As such, they should be fully protected against any exertion of inappropriate power, whether sexual, physical, or emotional. Relationships with campers, or with anyone under the age of 18, are strictly forbidden. This is a zero-tolerance policy. IENA will fully support any action taken against perpetrators of abuse.
- H) You agree to abide by all lawful rules and reasonable expectations of IENA contained herein, and of the camp in which you are placed. Please be advised that most camps

enforce strict policies on alcohol, drugs, smoking, vaping, and curfews (requiring you to return to camp by a deadline when on time off). This is a zero-tolerance policy.

- a. If you break any of these rules, you will be required to leave camp immediately and will be responsible for your own costs and for any costs incurred by IENA through non-payment or reduced payment of fees by the camp.
- b. It is illegal to buy, consume, or be in possession of alcohol under the age of 21 in the USA.
- I) Dismissal from camp for any type of harassment, physical assault, or sexual assault will result in your immediate departure from the US, no option for new camp employment, and possible termination of your program in SEVIS. It may also result in your arrest and criminal charges. IENA has a zero-tolerance policy for harassment and assault of any kind.
- J) Failure to complete your camp contract, for any reason, may result in the ending of your visa program and insurance coverage. You will be required to depart the US on the earliest available flight. Without prejudice to any other claims IENA may have, you will be responsible for any costs associated with your early departure, including but not limited to flight change fees, other transportation fees, accommodation expenses, food, and meals.
- K) You are required to have access to emergency funds (\$800-1,200 minimum) to cover any unforeseen expenses that may occur during the summer or early departure costs. In the event of your early departure from the program, you will be liable for any fees that would otherwise be paid by your camp to IENA on your behalf (up to \$1,650). In the event that any participant invoice is not paid when due, the credit card on file in the participant application will be automatically charged. If the credit card charge is rejected, all costs incurred in recovering the outstanding balance will be added to the outstanding amount due from the participant.
- L) Should you be unable to complete your camp contract due to personal illness or the illness or death of an immediate family member (parents or siblings; not including grandparents), IENA may waive certain fees otherwise owed by you to IENA for the incomplete summer camp contract at its discretion. Official documentation showing reasons for your early return must be submitted before any reduction of the fees owed will be considered.
- M) In the event of an early departure from camp, whether voluntary or involuntary, the option to replace an applicant at a new camp is at the discretion of IENA. Replacing staff at a new camp is not a guarantee and handled on a case-by-case basis at IENA's discretion.
- N) Applicants agree to remain in contact with IENA, the visa sponsor, throughout the duration of their program. This includes timely responses to emails, phone calls, or text messages. In the event of an early departure from camp, IENA requires that applicants remain in contact regarding location, safety, and US departure plans.

### 11. Emergencies While in the U.S.

In the event of an emergency, IENA and its authorized representatives may take actions deemed necessary to safeguard your health, safety and welfare.

A) Understand that IENA or its affiliates or agents may, without liability or expense to themselves, take whatever action they deem appropriate regarding your health and safety and may place you in a hospital for medical services and treatment or, if no hospital is

readily available, may place you in the hands of a local medical doctor for treatment. You undertake to reimburse us, our agents, or the summer camp in which you are placed, for any expenses incurred by us or them in taking any action reasonably considered necessary in the interest of your health and safety, which is not covered by the medical insurance policy. If deemed desirable by IENA or its agents, you authorize them to transport you back to your country of origin at your own expense.

- B) You agree to waive and release IENA and its affiliates, agents, and employees from any claims whatsoever arising from any injury, loss, damage, accident, delay, or expense resulting from events beyond its control, including without limitation to acts of God, acts of war, strikes, incidents of politically motivated violence, terrorism, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence (or negligence in the case of personal injury) by IENA, arising from the use of any vehicle or from any act or omission by any agent or employee or guests of the participating camp, individual, firm or company in relation to transportation to, from and within the US or another facility or service organized on your behalf.
- C) By agreeing to these Terms and Conditions you will be providing your consent to the release of your personal information (which may include sensitive personal information) to relevant third parties in an emergency situation. You also authorize any medical provider to release information regarding your condition to camp or your insurance provider/emergency services. This includes, but not limited to, all information supplied on application forms and medical forms. You also consent to IENA, your camp, or insurance provider/emergency services can contact your next of kin or nominated emergency contact.

# 12. Refund and Cancellation Policy

This policy applies only to participants who apply directly through IENA. If you apply through one of IENA's official recruitment partners, refer to their terms and conditions for specific details.

- A) If you are not accepted on the program, through your non-disclosure, failure to meet eligibility requirements (e.g. failure to provide proof of student status for Support Staff), or other failure to comply with your obligations as set out in this agreement, all fees paid to IENA are non-refundable.
- B) If your application is withdrawn after acceptance and interview but prior to a job offer, the program fee is non-refundable.
- C) If your application is withdrawn after a job offer at a summer camp, the total program fee (first and second payment) is non-refundable, including job offer withdrawal for reasons out of IENA's control, closure of the Bridge USA (formerly J-1) program, or closure of the camp.
- D) After acceptance on the program, if changes to your availability, your ability to attend a camp, or any failure on your part to comply with your obligations in this agreement, or any other facts, affect the ability of IENA to place you at a camp, IENA reserves the right to withdraw your application from the program and refunds will be at the absolute discretion of IENA.

- E) If you are not placed at a camp by IENA by July 1st, your application will be withdrawn from the program and your proof of intent deposit will be credited for use in any of IENA's programs for up to 1 year.
- F) If you or a member of your immediate family (parents or siblings, not including grandparents) experiences a life-threatening illness or death prior to your departure for your camp, written documentation must be submitted within 14 days, and credits/refunds will then be considered at the absolute discretion of IENA.
- G) No credits/refunds will be given if your application is withdrawn due to the exacerbation of a pre-existing medical condition.
- H) If you have not obtained your BridgeUSA visa (delayed/denied/rejected) by your contracted start date at your camp or by June 15th of the year of your participation in the program, whichever is sooner, IENA reserves the right to withdraw you from the program without credit/refund.
- I) Any fees you incur for third-party services (such as BridgeUSA visa interview or criminal background checks, etc.) or other costs associated with the program (but not inclusive of the program fee) are not refundable by IENA.
- J) IENA reserves the right to withdraw your application, without credit/refund, if unable to make contact with you via the contact details you provided; if you are late with any paperwork or payments; or in any other circumstances where IENA is unable to obtain required information from you.
- K) Applicants are required to complete the application truthfully, to the best of their knowledge. If an applicant is found to have provided false information on their application and/or uploaded fraudulent or edited documentation, this will result in their immediate removal from the program, without a refund. IENA has a zero-tolerance policy for document fraud.

### **Returning Participants**

- L) IENA incurs all costs when we process your application. For this reason, if your application is withdrawn or you are unable to attend camp for any reason after your application has been processed, up to and including camp not operating or government closure of the program, the total program fee is non-refundable.
- M) If you leave camp before the end date of your camp contract for any reason, the total program fee is non-refundable.

# 13. Health and Wellness

- A) A medical form is not required as part of your IENA application. However, applicants are expected to complete a medical form for their employer.
- B) You are required to make IENA aware of any pre-existing medical/mental conditions from which you may suffer. If IENA feels that any of your medical conditions may affect our ability to place you at a camp or your ability to participate safely in the program, IENA reserves the right to terminate your participation on the program and issue a refund amount at its absolute discretion. Likewise, should you fail to disclose any pre-existing medical/mental condition that prevents you from performing your camp duties, or hinders

- the operation of the camp, camp and/or IENA reserves the right to terminate your participation in the program and any refund made will be at the sole discretion of IENA.
- C) Failure to disclose any pre-existing conditions with IENA may result in your immediate dismissal from your job offer/employment and incur associated fees as outlined in Section 12 of this agreement.

#### 14. Medical and Travel Insurance

- A) IENA provides you with up to 123 days of medical insurance, beginning on the date you depart for the U.S.. This insurance does not cover:
  - a. Pre-existing medical or mental conditions, defined as any chronic condition or condition for which you have had treatment or medicated within 36 months prior to departure to the USA
  - b. Participants over the age of 65.
- B) By participating on our program, you acknowledge you have read the insurance policy terms understand its limits, and you are aware that you have the right to purchase your own additional insurance independently.
- C) In the event that you do have any pre-existing medical/mental condition(s), it is your responsibility to source and purchase additional insurance that will specifically cover these pre-existing medical/mental condition(s) and meet the minimum requirements set down by the US State Department. You acknowledge that should you fail to do so and have a medical condition or suffer an injury related to these pre-existing medical/mental condition(s), you will be solely financially responsible for any expenses related to treatment, including any expenses related to your return to your home country as a result.
- D) IENA offers a travel insurance upgrade policy covering personal liability and loss or theft of baggage, valuable or personal property. Full details are available in the insurance section of your online account.
- E) If you will be in the USA for more than 123 days, you must purchase an insurance extension.
- F) The Medical Insurance policy is subject to change dependent on the policy provider.
- G) You must select your insurance policy type and coverage dates in the insurance section of your online profile prior to your departure for the U.S.
- H) Any upgrades or extensions of the standard or upgraded policy will incur a surcharge and must be paid in advance at the point of purchase. If you fail to complete your insurance request prior to your departure for the USA, you will automatically be issued medical insurance only on the start date of your camp contract to the day after your camp contract ends. You agree to pay additional fees that may be incurred, should the automatically assigned cover run beyond 123 days. Failure to make any required insurance payments may impact your coverage and ultimately your program.
- If you have any pre-existing medical/mental conditions or take any medications, you must declare this on your online application form and medical form. IENA reserves the right to decline your application should we feel your condition(s) may affect your safety and ability to complete your summer contract. We advise you to speak to IENA directly regarding alternative insurance coverage.

- J) Your insurance policy has an excess/deductible, which you will have to pay on any qualifying claims.
- K) By agreeing to these Terms and Conditions, you agree that IENA can take any required action in regard to your health and safety without incurring any liability or expense. This may include, but is not limited to: your admittance in a hospital, use of a doctor's service, and transportation to your home country at your own expense.

# 15. Participation in a Cultural Exchange Program

- A) You understand and acknowledge that you are not an employee or agent of IENA or any affiliate thereof and agree not to make any representations to any third party or employee of the participating camp to that effect. You understand that you are a cultural exchange visitor.
- B) As a cultural exchange visitor, you are expected to experience and form a greater understanding of American culture. IENA encourages you to take full advantage of days off and time before and/or after camp to travel, learn, and enjoy. While the camp/employer will help facilitate your participation in cultural exchange activities, it is ultimately your responsibility to engage/attend these activities, as a condition of the BridgeUSA program.
- C) You understand that IENA and its staff undertake at all times to treat applicants and enquirers with courtesy and respect. In return for this, we require our applicants to always be courteous and polite to our staff and associates. You therefore agree that hostile or aggressive behavior by applicants will result in immediate cancellation from the program and the forfeiting of all payments.

#### 16. Data Protection

- A) In order to provide the IENA services to you we will need to collect, use, and disclose your personal information to third parties, which may include transferring it within and/or outside of the USA. In particular, we will need to share your information, by electronic and physical means, within and between IENA, independent camps, US employers, government departments (in the US and in various countries), insurance providers, and other relevant suppliers for the purpose of seeking or securing seasonal work for you in the USA. You may also be required to disclose sensitive personal information to us, for example, the medical and criminal record checks during the application process. If you do, we will use that information for the purpose(s) for which the information is collected. We may also collect and use your sensitive personal information where there is a legal basis to do so with your consent.
- B) By applying to IENA for seasonal work, you consent to your image and any comments, photos, and videos uploaded to the IENA website or taken at IENA events or on camps, to be used for IENA marketing and publicity purposes.
- C) You understand that IENA is a designated BridgeUSA Exchange Visitor Program sponsor through the US Department of State. As such, it adheres to strict regulatory provisions with regard to the cultural exchange component, your employment and working conditions, as

- well as safeguarding your health, safety, and welfare. You may contact IENA by telephone toll-free within the US at 888-724-4292 as well as by email at compliance@iena.org.
- D) Law of the State of New Jersey should apply to the Agreement between us, and you agree to submit to all jurisdiction of the New Jersey courts.

#### 17. General Information

- A) Nothing in this agreement shall be deemed to constitute a partnership or joint venture between the parties hereto.
- B) This agreement, together with all documents referred to herein, constitute the entire understanding between both parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.
- C) This agreement cannot be amended, superseded, cancelled, or any of its terms and conditions waived except by an agreement in writing signed by an authorized representative of IENA.
- D) If any of the provisions of this agreement are, or become to any extent or in any circumstances, invalid or are ruled illegal or deemed unenforceable for any reason under current applicable law from time to time, then to the extent or in those circumstances it is the intention of the parties that this shall not affect the validity or enforceability of this agreement or any of the provisions of this agreement and if such provision would be valid if some part of the provision were deleted or modified, the provision in question shall apply with such deletion or modification as may be necessary to make it valid provided that the operation of this clause would not negate any commercial intent and the purpose of the parties under this agreement.
- E) You agree to abide by all lawful rules and regulations of IENA and of the camp at which you are placed and to fully indemnify and hold IENA completely harmless from and against any liability, obligation, loss, and expenses including court costs and legal fees incurred by IENA, your camp/resort or a third party resulting from any injury, loss, property damage, or expenses that you directly or indirectly cause or to which you contribute.
- F) IENA and its affiliates, partners, agents, and employees shall not be liable for claims or costs whatsoever that arise from any injury, loss, damage, delay, accident, or expense resulting from events beyond IENA control including (but not limited to) natural disasters, acts of war or terrorism, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations, or transportation accidents.
- G) You accept full responsibility for your own actions as an adult during the summer and during any post-camp travel.
- H) While in the US, exchange visitors are subject to US laws and the American civil and criminal justice system. Failure to obey federal, state, or local laws will not only result in your dismissal from the IENA program but may also result in legal ramifications. IENA is not responsible for any liabilities you may incur for civil or criminal liability, nor is IENA responsible for defending you in any way regarding any legal claims made against you.
- I) In addition to the support of IENA, all exchange visitors will have direct access to and the support of the U.S. Department of State. Participants, or anyone concerned about a

participant, can contact the State Department at any time via the hotline **1-866-283-9090** or at <u>jvisas@state.gov</u>.

By completing the online registration process and ticking your acceptance of this contract, you agree to be bound by its terms.