



Your Child Life Career Path Without Borders

CAPES: VOLUNTARY WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Please read this document carefully. By signing this document, you are waiving certain legal rights, including the right to sue **Child Life Abroad Practicums & Experiential Service Learning (CAPES)**, its directors, employees, partners, and affiliates.

1. Participant Information

- **Participant Full Name:** _____
- **Participant Full Legal Address:** _____
- **Participant Phone Number:** _____
- **Participant Email:** _____
- **Program/Practicum Destination:** _____
- **Program Dates:** From _____ To _____

2. Assumption of Risks

I understand and acknowledge that participation in an international child life specialist practicum and experiential service-learning program involves inherent risks. These risks include, but are not limited to:

- **Travel Risks:** International and local aviation, ground transportation hazards, road accidents, and transit delays.
- **Health and Medical Risks:** Exposure to infectious diseases, illnesses, tropical diseases, inadequate local medical facilities, and delayed access to medical care.
- **Clinical & Service Environment Risks:** Hazards inherent to working in foreign hospitals, clinics, community centers, or childcare facilities, including exposure to bloodborne pathogens and emotionally challenging environments.
- **General Risks:** Political instability, civil unrest, crime, theft, natural disasters, and unpredictable weather conditions.

I voluntarily choose to assume the risks associated with participation in the CAPES program.

3. Release of Liability

In consideration for participation in the CAPES program, the participant, on behalf of themselves and their representatives, hereby releases and discharges CAPES, its officers, directors, and host institutions from liability or claims arising out of:

- Personal injury or illness.
- Damage to or loss of personal property.
- Financial loss caused by program interruptions or itinerary changes.

4. Indemnification

The participant agrees to indemnify and hold harmless CAPES and its representatives from claims or expenses arising from the participant's own actions or negligence during the program.

5. Medical and Professional Requirements

- **Insurance:** Participants must maintain comprehensive international health and evacuation insurance.
- **Professional Standards:** Participants are expected to adhere to the ethical guidelines of child life specialists and the specific safety protocols of the host institution.
- **Emergency Treatment:** In a medical emergency where the participant cannot grant consent, CAPES representatives are authorized to seek necessary medical care at the participant's expense.

6. Governing Law

This Agreement shall be governed by the laws of the jurisdiction where the business is registered in the Grand Duchy of Luxembourg. If any part of this agreement is found unenforceable, the remaining sections remain in effect.

7. Professional Distinction: Practicum vs. Internship

I explicitly understand and acknowledge that a child life **practicum** is vastly different from a child life **internship**:

- **Pre-Internship Experience:** A practicum is an introductory, observational experience designed to prepare students for a future internship.
- **Not an Internship:** Participation in this CAPES program **does not** constitute a clinical child life internship.
- **Certification Eligibility:** This program alone does not fulfill the formal clinical internship hours required to sit for the Certified Child Life Specialist (CCLS) exam.
- **No Guarantees:** CAPES makes no guarantee that host institutions or university programs will accept these hours toward formal academic degree requirements or future certification. Securing academic credit or institutional verification is 100% the student's responsibility. CAPES is not liable if a university refuses to recognize the program.

8. Professionalism, Behavioral Conduct, and Dismissal

I understand and agree that as a representative of CAPES and a guest in a foreign clinical setting, I am held to the highest standards of professional and ethical conduct.

- **Discretionary Dismissal:** CAPES instructors and onsite coordinators reserve the absolute right to dismiss me from the program at any time, effective immediately, if my behavior is deemed unprofessional, disruptive, culturally insensitive, or a threat to the safety and well-being of patients, staff, or other participants.
- **Participant Expense:** In the event of a behavioral or professional dismissal, I will be solely responsible for all immediate arrangements and costs associated with my return travel, accommodation, and logistics.
- **No Refunds:** Following a dismissal, CAPES is under no obligation to refund any portion of my program fees, tuition, deposits, or associated costs.
- **Loss of Hours:** Dismissal will result in the immediate forfeiture of all accumulated practicum and experiential learning hours, and CAPES will not verify or sign off on any program documentation.
- **Reporting:** CAPES reserves the right to share disciplinary records with the participants home institution in the event of a dismissal for gross unprofessionalism or an ethics violation.

9. Patient Privacy and Media Restrictions

I understand that patient confidentiality and privacy are paramount in healthcare settings. I agree to strict limitations regarding photography, video recording, and digital media:

- **Consent Requirement:** I will not take pictures or record videos of any patient or family member under any circumstances without the explicit, documented consent of the patient, the family, and the host hospital or clinical facility.
- **Social Media Prohibition:** I am strictly prohibited from posting any identifiable patient information, patient photographs, or sensitive clinical operations on personal social media accounts, blogs, or public platforms.
- **Facility Rules:** I agree to adhere to the specific media and privacy policies of the host facility, which may include total bans on mobile devices in clinical areas.
- **Consequences of Violation:** Unauthorized photography or breaches of patient privacy constitute a severe violation of professionalism. This will result in immediate dismissal from the program at my own expense and potential legal action by the host institution.

10. Professional Boundaries: Gifts and Personal Contact Information

I understand that maintaining strict professional boundaries is critical to ethical child life practice and clinical safety. I agree to the following restrictions regarding interactions with patients and their families:

- **No Gift-Giving or Receiving:** I will not accept personal gifts, money, or favors from patients or their families. Similarly, I will not give personal gifts, money, or promises of material aid to individual patients or families without explicit approval from the CAPES instructor and host facility.
- **Prohibition on Contact Information:** I am strictly prohibited from sharing my personal contact information with patients or families. This includes my phone number, email address, home address, and personal social media profiles (e.g., Instagram, Facebook, TikTok, WhatsApp).
- **Communication Channels:** Any necessary ongoing communication regarding the program or clinical projects must go exclusively through official CAPES or host-institution channels.
- **Exploitation and Safety:** I acknowledge that these boundaries are in place to prevent the exploitation of vulnerable populations, maintain professional equity, and protect my personal security. Violation of these boundaries is a breach of professionalism and is grounds for immediate dismissal from the program.

11. Program Fees and Personal Expenses

I acknowledge and agree to the following financial terms, conditions, and payment deadlines required to secure and maintain my placement in the CAPES program:

- **Advance Fee Requirement:** The total program fee of **\$5,000 USD** must be paid entirely in advance according to the deadline schedule provided by CAPES.
- **Travel Prohibition:** If the full \$5,000 program fee is not received by the specified deadline, my enrollment will be suspended, and travel to the international program site will be strictly prohibited.
- **Excluded Expenses:** I understand that the \$5,000 program fee covers only specified program elements. I am solely responsible for arranging and paying for all additional expenses, including but not limited to:
 - International and domestic **flights** and airline fees.
 - **Accommodation** and lodging for the duration of the program.
 - Daily **meals**, food, and beverages.
 - Required criminal **background checks** and clearances.
 - Routine or destination-specific medical **vaccinations** and health clearances.
 - **Passport** acquisition or renewal fees.
 - Entry **visas**, permits, or transit fees required by host country authorities.
 - Independent **excursions**, tourism, personal transit, and shopping.

12. Communication, Technology, and Course Materials

I understand that I am fully responsible for maintaining connectivity and having the necessary tools to complete all program requirements and assignments:

- **Mobile Phone and WhatsApp Access:** I must possess an active mobile phone with a valid international data and calling plan for the entire duration of the program. I agree to use WhatsApp as the primary communication tool for safety, scheduling, and official program updates.
- **Communication Costs:** All costs related to mobile devices, international service plans, roaming charges, or local SIM cards are my sole financial responsibility.
- **Course and Assignment Materials:** I am responsible for bringing and maintaining my own equipment and supplies required to complete practicum assignments and experiential learning tasks. This includes, but is not limited to:
 - A functional **laptop computer** or tablet.
 - Required software, charging cables, and power adapters compatible with the host country's electrical outlets.
 - Notebooks, pens, and other **note-taking materials**.
 - Any specific clinical resources or project materials requested by the instructor prior to departure.

13. Loss of Personal Property by Theft

I acknowledge that I am solely responsible for the security and safekeeping of my personal belongings throughout the duration of the program:

- **No Business Liability:** CAPES, its instructors, directors, and host institutions assume zero liability or financial responsibility for any personal items, valuables, or equipment that are lost, damaged, or stolen during the program.
- **Scope of Coverage:** This exclusion of liability applies to all settings, including but not limited to transit, flights, host accommodations, clinical facilities, hospitals, restaurants, and independent excursions.
- **High-Value Items:** I am strongly advised to secure personal property insurance (such as renters insurance or specialized travel tech insurance) to cover high-value items like laptops, mobile phones, cameras, and passports.

14. Intellectual Property and Educational Materials

I acknowledge and agree to the following terms regarding the ownership, protection, and usage of educational and program-related materials:

- **CAPES Intellectual Property:** All curriculum materials, syllabus content, guidelines, training modules, and resources provided to me by CAPES remain the exclusive intellectual property of CAPES. I am prohibited from reproducing, distributing, or using these materials for any commercial purpose or external professional training without prior written consent.

- **Student-Created Materials:** I grant CAPES a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and distribute any academic assignments, clinical project plans, or educational resources that I create or develop as part of my participation in the program. This content may be shared with future students or host facilities to support ongoing service-learning initiatives.
- **Promotional Media Release:** I grant CAPES the absolute right to use my name, voice, likeness, and any photographs or videos taken of me during my participation in the program in any media platform (including websites, brochures, and social media) for promotional, marketing, or educational purposes.

15. International Accessibility and Students with Disabilities

I acknowledge and agree that accessibility standards, medical infrastructure, and legal accommodations for individuals with disabilities vary significantly across international borders:

- **No Guarantee of Suitability:** CAPES cannot guarantee that the program, clinical facilities, host accommodations, or local transportation networks are suitable, adapted, or safe for students with physical, mental, or sensory disabilities.
- **Variation in Local Laws:** Host countries and local hospital networks may not operate under the same accessibility mandates as the student's home country (such as the Americans with Disabilities Act or equivalent legislation). CAPES has no control over foreign infrastructure or institutional compliance.
- **Assumption of Risk:** Students with pre-existing medical conditions or disabilities who choose to participate in the program do so voluntarily and **assume all associated risks at their own expense**. This includes the risk of encountering physical barriers, limited medical support, or inadequate public and private infrastructure.
- **Disclosure and Planning:** Participants requiring specific accommodations are strongly encouraged to disclose their needs to CAPES well in advance. While CAPES will attempt to communicate these needs to host institutions, the student remains solely responsible for verifying, securing, and financing any necessary personal accommodations or medical care required abroad.

16. Strict Non-Refundable Payment Policy

I acknowledge and agree that the **\$5,000 USD** program fee represents a firm financial commitment to secure placements and administrative resources abroad:

- **All Payments are Final:** Once any payment or deposit is made to CAPES, it is completely non-refundable and non-transferable under any circumstances.
- **No Refunds for Logistics or Disruptions:** CAPES is not responsible for, and will not issue partial or full refunds for, travel disruptions or logistical failures outside its direct control. This includes, but is not limited to:
 - A student **missing their flight**, experiencing flight cancellations, or facing airline delays.

- Delays in passport processing or the denial of an entry visa by foreign authorities.
- **Early Program Termination:** If a student chooses to end the program early, is dismissed for professional misconduct, or must leave due to a personal or medical emergency, they forfeit all fees. No pro-rated refunds will be granted for unused time, housing, or clinical placement.
- **Travel Insurance Recommendation:** Students are strongly encouraged to purchase comprehensive "Cancel For Any Reason" (CFAR) travel insurance to protect their financial investment against unexpected personal emergencies or travel delays.

17. Non-Disparagement and Public Comments

I agree to maintain a professional and respectful relationship with CAPES during and after my participation in the program. I agree to strict limitations regarding negative public commentary:

- **Prohibition on Disparagement:** I will not make, publish, or communicate any negative, defamatory, disparaging, or derogatory remarks, comments, or reviews about CAPES, its directors, instructors, programs, or host institutions.
- **Scope of Media:** This restriction applies universally to all forms of communication, including but not limited to internet forums, blogs, social media platforms (e.g., TikTok, Instagram, Facebook, LinkedIn), review sites (e.g., Google, Yelp), and public or private online groups.
- **Authorized Feedback Channels:** I understand that if I have grievances, complaints, or constructive feedback regarding my placement or instructors, I must submit them privately and directly to CAPES management through official email or internal program evaluation channels.
- **Legal Action and Damages:** I explicitly acknowledge that making unauthorized negative public comments that damage the business reputation of CAPES constitutes a material breach of this agreement. CAPES reserves the right to pursue formal legal action, including seeking injunctive relief and monetary damages for defamation or breach of contract, at my sole expense.

18. Non-Discrimination Policy and Cultural Humility

I agree to uphold the highest ethical standards of inclusive and respectful conduct throughout the duration of my placement. I understand that CAPES maintains a strict zero-tolerance policy toward any form of bias or harassment:

- **Prohibition on Discrimination:** I will not discriminate against, harass, or marginalize any individual—including patients, families, host hospital staff, local community members, fellow students, or CAPES instructors—based on any protected legal status. This includes race, color, nationality, ethnicity, religious creed, sex, gender identity, sexual orientation, age, disability, socioeconomic status, or genetic information.
- **Clinical and Professional Respect:** I acknowledge that as a visitor in an international clinical environment, it is my professional duty to provide

culturally humble, compassionate, and equitable support to all individuals, adhering strictly to the ethical codes of a child life specialist.

- **Consequences of Violation:** Any discriminatory behavior, hate speech, or harassment documented by host facilities or CAPES staff constitutes a catastrophic breach of professional conduct. A violation of this section will result in my immediate dismissal from the program at my own expense, forfeiture of all fees and hours, and potential legal reporting to academic or professional institutions.

19. Financial Independence and Emergency Funding Responsibility

I acknowledge and agree that I am fully responsible for securing and maintaining the financial means required to safely participate in and complete the CAPES program:

- **Sufficient Funding Mandate:** I certify that I have the necessary funding to cover all standard program expenses, personal costs, and any unexpected or emergency expenses that may arise while abroad.
- **Emergency Costs Burden:** In the event of a medical emergency, political evacuation, natural disaster, legal issue, or personal crisis, I am solely responsible for financing all associated costs. This includes immediate medical care, emergency transport, sudden accommodation changes, or short-notice return flights.
- **Absolute Disclaimer of Financial Liability:** CAPES will not pay for, advance funds for, or subsidize any student expenses under any circumstances. CAPES assumes zero financial responsibility for my transit, health, safety, or personal emergency costs.
- **Requirement for Liquidity:** I agree to maintain independent access to emergency funds throughout the program (such as an active credit card with a sufficient limit or an emergency bank fund) to resolve any urgent financial needs immediately and independently.

20. Health Insurance Verification & Medical Release

- I certify that I possess comprehensive international medical insurance that covers clinical work, medical evacuation, and repatriation of remains. I authorize CAPES to release my medical and emergency contact information to local healthcare providers in the event of an emergency,

21. Independent Housing and Off-Duty Behavior

- I acknowledge that CAPES does not own, manage, or operate the housing accommodations used during the program. I understand that I am living independently during off-duty hours. CAPES assumes zero liability for my personal safety, injuries, or property damage occurring within my residence or during independent, non-program social activities, travel, or excursions.

22. Clinical Scope of Practice and Patient Safety

- I understand that as a child life practicum student, my role is strictly observational and non-clinical. I am explicitly prohibited from administering medical treatment, dispensing medication, handling clinical machinery, or engaging in any hands-on medical procedures. I agree to operate strictly within the bounds assigned by my onsite supervisor. I assume full legal and personal liability for any unauthorized clinical actions.

23. Background Check and Clinical Clearances Disclaimer

- I certify that all documentation provided to CAPES, including criminal background checks, child abuse clearances, and immunization records, is entirely truthful and accurate. If host country authorities or clinical facilities deny me entry or terminate my placement due to background check discrepancies or incomplete health clearances, CAPES bears no responsibility, and no refunds will be issued.

24. Association of Child Life Professionals (ACLP) Independent Entity Clause

I explicitly acknowledge and agree that Child Life Abroad Practicums & Experiential Service Learning (CAPES) operates as an entirely independent, private business entity:

- **No Endorsement or Partnership:** CAPES is not affiliated with, endorsed by, partnered with, or a subsidiary of the Association of Child Life Professionals (ACLP).
- **No Control Over Certification Requirements:** I understand that the ACLP is the sole governing body that sets the eligibility guidelines, required clinical hours, and curriculum standards for the Certified Child Life Specialist (CCLS) credential. CAPES has no control over, nor input into, ACLP policies or exam prerequisites.
- **Assumption of Rule Changes:** I assume all risks regarding future changes to certification rules. If the ACLP alters its standards, rejects international observational hours, or changes the definition of a valid practicum experience, CAPES bears zero responsibility or financial liability, and no refunds will be issued.
- **Independent Verification:** I am solely responsible for cross-checking current ACLP guidelines to ensure this experiential service-learning program aligns with my personal academic and professional certification goals.

25. Mandated Reporting and Child Protection Awareness

I understand that because this CAPES program operates within international pediatric healthcare and community settings, the safety, dignity, and protection of

children are the absolute highest priorities. I agree to strict standards regarding child protection and mandatory reporting:

- **Zero Tolerance for Abuse:** CAPES maintains a strict zero-tolerance policy for any form of child abuse, emotional or physical maltreatment, neglect, or sexual exploitation. Any action or boundary violation that compromises the safety or well-being of a child will result in immediate dismissal from the program at my own expense.
- **Compliance with Local and International Laws:** I agree to adhere strictly to the child protection policies of the host facility, the host country's local laws, and international frameworks such as the United Nations Convention on the Rights of the Child.
- **Duty to Report:** If I witness or reasonably suspect any form of child abuse, exploitation, or professional misconduct involving a child during my placement, I acknowledge it is my ethical duty to report it immediately to the CAPES instructor and the host facility's designated authority.
- **Indemnification for Reporting Actions:** I agree that CAPES, its directors, and host institutions are not liable for any personal, professional, or academic fallout resulting from a good-faith report of child abuse or misconduct. CAPES reserves the right to cooperate fully with local law enforcement, foreign authorities, and the student's home university regarding any child protection investigation.

26. Absolute Discretion in Admission and Enrollment

I acknowledge and agree that CAPES operates as a private educational and experiential program provider and retains total, unreviewable authority over its enrollment pipeline:

- **Right of Acceptance and Rejection:** CAPES reserves the absolute right to accept, waitlist, or reject any applicant or student at its sole discretion, for any reason or no reason at all, at any stage of the application or enrollment process.
- **No Obligation to Justify:** CAPES is under no legal or administrative obligation to provide feedback, explanations, or justifications to applicants, students, or their home universities regarding admission or rejection decisions.
- **Protection of Clinical Placements:** I understand that because CAPES operates within highly sensitive international hospital and pediatric settings, enrollment decisions are heavily based on maintaining the trust, safety, and strict professional standards of our foreign institutional partners.
- **Waiver of Admission Claims:** By applying to or interacting with CAPES, I waive any right to bring legal claims, grievances, or demands against CAPES, its directors, or its affiliates arising from an enrollment denial, application rejection, or the revocation of an conditional acceptance.

27. Entire Agreement

- This Agreement constitutes the entire agreement between the participant and CAPES regarding the subject matter herein and supersedes all prior or contemporaneous oral or written agreements, representations, or understandings.

28. Notice of Right to Counsel

- By signing below, I certify that I have been given ample time to review this document, that I have the right to review it with independent legal counsel of my choosing before signing, and that I enter into this agreement freely, voluntarily, and with full knowledge of its legal implications.

Acknowledgment

By signing, the participant certifies they have read this waiver and agree with its content in its entirety. The participant understands that the international service learning / practicum / experiential learning requires high standards of professional conduct and personal responsibility. By signing below, the participant certifies that they have read this entire document, fully understand its terms, and recognize that they are giving up substantial legal rights. The participant explicitly acknowledges that by signing this document, they waive any and all liability to CAPES, its directors, instructors, and affiliates for personal injury, property damage, financial loss, or wrongful death.

Participant Printed Name: _____

Participant Signature: _____

Date (mm/dd/yy): _____

Location: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____
