

Agreement Pack: “Tell Me A Story” Documentary Film Summer School Cuba

INSTRUCTION

Please:

- Print this document
- Read thoroughly and ask any questions you may have
- Put your initials and sign where indicated
- Scan and send to Rebecca@firesoulmedia by 10 February
- Keep a copy for your reference

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AGREEMENT 1

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This Waiver and Release is applicable to all students signing up to the “Tell Me a Story” Documentary Film Summer School at the EICTV, Cuba via the “booking agent” Firesoul Media. *(For purposes of this Waiver and Release, the term "Firesoul Media" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Firesoul Media. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. **Initials:** _____)

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is traveling to Cuba and undertaking all filming and other activities relating to this course and their stay in Cuba at his/her own risk. Knowing that the activities may be hazardous to their property and themselves, the undersigned agrees that he/she is choosing to voluntarily participate in activities related to the course and assumes all risk of injury, illness, damage or loss that might result to themselves and/or their property, even if the risks arise out of the negligence or fault of "Firesoul Media". The undersigned understands that Firesoul Media does not require them to participate in any activity that they do not wish to take part in. **Initials:** _____

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that "Firesoul Media" shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the training course as advertised and booked by "Firesoul Media". The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that "Firesoul Media" shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that "Firesoul Media" shall not be responsible for such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY "Firesoul Media"** whether such negligence is present at the signing of this Release or takes place in the future. **Initials:** _____

The undersigned further hereby **AGREES TO INDEMNIFY AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur

due to his/her participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. **Initials:**_____

The undersigned also states that it is their express intent that this Waiver and Release of Liability Agreement shall bind the members of my family and spouse, if he/she is alive, and their heirs, assigns and personal representative, if he/she is deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the below-named RELEASEES. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. **Initials:**_____

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless "Firesoul Media" for all personal injuries, property damages, or any other damages to any and all third parties as a result of any and all activities related to the activities advertised, booked and coordinated by "Firesoul Media", even if such damages arise out of the negligence or fault of "Rental Company". **Initials:**_____

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows and understands the contents thereof, and has signed this Release as his/her own free act; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; he/she is at least eighteen (18) years of age and fully competent. The undersigned warrants that he/she is aware that he/she may sign up and take part in a course as advertised/coordinated by another company, but has chosen book and take part in the travel to and course in Cuba via "Firesoul Media" with the knowledge that signing this Release is a requirement for booking on to and taking part in the course. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against "Firesoul Media" for "Firesoul Media's" negligence. **Initials:**_____

*****READ RELEASE BEFORE SIGNING*****

STUDENT SIGNATURE

Print Name:_____

Sign: _____

Date: _____

AGREEMENT 2

AGREEMENT TO PURCHASE INSURANCE BEFORE TRAVEL

Please understand that whilst you will have access to the school's onsite medical facilities this is not a substitute for comprehensive medical insurance. It is a pre-requisite for all students partaking in the course that they take out personal travel / medical insurance before travel. You must get your own travel/medical insurance valid for the duration of your stay in Cuba. Make sure the policy covers Cuba. We recommend purchasing an insurance plan that covers at least £10,000,000 in repatriation expenses. Please read up on some relevant guidance before purchasing insurance. Here you can see advice for British nationals on insurance when traveling abroad issued by the UK government. [Advice on foreign travel insurance](#)

You may need to show proof of your insurance to the Cuban authorities upon entering the country so take a copy with you on the plane. You will also need to send a copy of your insurance certificate to

Rebecca@firesoulmedia.com by May 1st. Please also CC in talleres@eictv.co.cu

You may also want to take out separate insurance for your personal items and any electronic equipment - laptops / camera etc. if these are not protected by your travel insurance.

*****READ THIS INFORMATION BEFORE SIGNING*****

I HEREBY CERTIFY that I will purchased personal health and travel insurance before travel to Cuba and will send a copy of my certificate to Rebecca Radmore by 1st May.

STUDENT SIGNATURE

Print Name: _____

Sign: _____

Date: _____

AGREEMENT 3

UNDERSTANDING THE ROLE OF FIRESOUL MEDIA

Firesoul Media is a company specializing in film and photography services and was approached in 2016 by Professor Stephen Hart of UCL to continue the project he set up with EICTV in 2006 to offer English speaking students from around the world the chance to participate in a wonderful learning programme hosted by EICTV (Escuela Internacional de Cine y Television), Cuba. Whilst we are enthusiastic about collaborating directly with the EICTV to support them in offering this course and in facilitating the best student experience possible, it should be noted that **Firesoul Media IS NOT the course provider** and thus cannot be held liable for any loss, damages or dissatisfaction sustained. Your course provider is the EICTV itself. Please sign below to state that you understand this information and have asked any questions before doing so.

*****READ THIS INFORMATION BEFORE SIGNING*****

STUDENT SIGNATURE

Print Name: _____

Sign: _____

Date: _____