

# Agreement & Release Form

**THIS AGREEMENT AND RELEASE** is between \_\_\_\_\_ (“EH Ambassador”) and Export Hope, Inc. (“EHI”). This Agreement and Release is entered into in connection with a program offered by EHI, under which EHI supports the opportunity for EH Ambassadors to participate in volunteer travel opportunities primarily in locations outside of the United States. All volunteer travel opportunities are supported through an EHI Volunteer Abroad Travel Partner Organization (“VATPO”). EH Ambassadors select the specific dates for a specific VATPO program in which they wish to participate (“the VATPO Program”) and EHI agrees to support this participation as further defined in this Agreement and Release. The EH Ambassador enters into this Agreement and Release in consideration of participation in an EHI supported VATPO Program and for other good and valuable consideration, the sufficiency of which the parties acknowledge. To indicate agreement with the stated policies, initial at the bottom of each page with a full signature on the final page of this document.

***Note 1: EH Ambassador, should not sign this Agreement and Release until EH Ambassador has read it carefully and understands its contents. This document is a legally binding release, which, in certain situations, will reduce or eliminate the legal rights and legal recourse of EH Ambassador.***

## **1. Payment Policy**

EHI has agreed to support and pay for a portion of the passport application process. EHI has agreed to support and pay for EH Ambassador to obtain a visa if one is required for entry into the destination country(ies). EHI has agreed to pay the applicable VATPO Program fee. In some cases, the VATPO Program fee includes a travel insurance policy for the EH Ambassador. In other cases, the VATPO Program fee does not include a travel insurance policy but the VATPO instead offers the travel insurance policy as an additional option related to the VATPO Program. EHI has agreed to pay for the optional travel insurance policy in cases where the travel insurance policy is offered as an additional option to the VATPO Program. There are more details related to the travel insurance policy in section 7. EHI has also agreed to pay for the associated air travel to and from the VATPO Program location. These agreed to payments are in consideration of EHI providing the volunteer abroad opportunity for EH Ambassador and in consideration of EHI providing other services for EH Ambassador as set forth below.

## **2. EH Ambassador’s Responsibility for Costs and Careful Review of VATPO Provided Materials.**

The VATPO Program fee described in section 1 above, typically covers all in-country food, in-country lodging, in-country ground transportation, administrative expenses, and program costs (as described in more detail in the VATPO Program materials provided to the EH Ambassador by the VATPO), except that EH Ambassador is responsible for 1) any additional costs incurred during free-time, personal time or on activities which are outside VATPO Program, and 3) any costs incurred should EH Ambassador choose to arrive before or remain past the time scheduled for VATPO Program. Additionally, if it becomes necessary for EH Ambassador to return early from the VATPO Program as defined in the last sentence of section 5, EH Ambassador will be responsible for additional costs that would be experienced as a result of the early return.

EH Ambassador agrees to carefully review all the VATPO Program materials and information that it receives directly from the VATPO for purposes of educating themselves related to their participation in the VATPO Program. The materials received may be called field or travel manuals, field or travel guides, or take other names but the materials are provided to assist in best preparing the EH Ambassador for participation in the VATPO Program. All questions related to the specific VATPO Program should be directed to VATPO personnel and addressed to the satisfaction of EH Ambassador prior to travel.

## **3. Acknowledgment and Release.**

Under the program, EH Ambassador will participate in activities that may be outside of the United States. Often, the locations of EHI supported VATPO programs are in countries that are referred to as developing countries and the conditions may be difficult. EH Ambassador may be called upon to exercise extra care for his or her own person and belongings. EH Ambassador has informed himself or herself of the conditions in the country(ies) and locations where EH Ambassador will be while participating in the VATPO Program, has consulted with appropriate medical personnel and received any treatments and or medications deemed needed by medical personnel and EH Ambassador, including but not limited to vaccinations, and has determined that his or her health is adequate to

participate safely in VATPO Program.

EH Ambassador understands that EHI is a charitable organization and recognizes that participation in the EHI program and the VATPO Program is voluntary. EH Ambassador recognizes that there are inherent risks that EH Ambassador must assume when he or she participates in programs that provide the opportunity to volunteer abroad. EH Ambassador recognizes that EHI does not assume any responsibility for injury, sickness, personal health, or death, or loss or damage to property while EH Ambassador is participating in an EHI supported VATPO Program. EH Ambassador acknowledges that in the course of EH Ambassador's participation in an EHI supported VATPO Program, including travel to, from and during the program, EH Ambassador may encounter difficult conditions and may be subjected to hazards and risks, foreseen and unforeseen. These hazards and risks may be caused or alleged to be caused by a variety of difficulties of travel or residing in locations away from EH Ambassador's residence, or by individuals either affiliated with or not affiliated with EHI or the VATPO.

**By signing below, EH Ambassador agrees that he or she has read and understands that EH Ambassador's participation in VATPO Program involves hazards and risks, foreseen and unforeseen, and that EH Ambassador is prepared to accept those risks. Accordingly, EH Ambassador hereby releases EHI (including all of its personnel, agents, affiliates, staff, officers and directors) from any and all liabilities for claims of any type or description, including those with respect to any injury or losses, including personal injury, sickness, disease, or death or damage to person or property. This release does not apply to liabilities arising from gross negligence or wanton or reckless conduct by EHI or its representatives. Apart from that exception, this release applies to any and all liability for claims, of any type or description, whether arising from ordinary negligence or otherwise, and whether involving fees, expenses, or damages of any kind, of EH Ambassador or the estate of EH Ambassador. In the event that some other person or entity seeks compensation for claims as to which EH Ambassador has released EHI from liability by executing this Agreement and Release, EH Ambassador or his or her estate will indemnify and hold harmless EHI for all sums reasonably incurred in response to such claims.**

#### **4. Not an Employee of EHI or the VATPO.**

EH Ambassador acknowledges that he or she is not an employee of EHI or the VATPO and waives all claims and rights that EH Ambassador might otherwise have as an employee of EHI or the VATPO.

#### **5. Compliance with Rules and Local Laws and Leaving the Local Community upon Request.**

EH Ambassador will be the guest of the local community and EHI's VATPO. EH Ambassador agrees to follow all applicable rules, policies and guidelines of VATPO, and any organization that is conducting activities in which EH Ambassador is participating, and to abide by the laws and regulations of the local country and community and of the United States of America and the State of California, and to behave in a manner that is appropriate in the local community.

If EH Ambassador does not comply, at all times, with all laws and regulations and all rules, policies, and guidelines, referred to above, or does not act appropriately, or the local personnel of VATPO become concerned that, as a result of EH Ambassador's physical health or mental condition, it may not be in the best interest of EH Ambassador to continue to participate in the VATPO Program, VATPO, in its sole discretion, has the authority to require EH Ambassador to leave the local community or country immediately. EHI and VATPO personnel have EH Ambassador's permission to discuss EH Ambassador's situation, including EH Ambassador's health, physical or mental condition, with any person, including any family member, medical personnel, school official, counselor, or other person, and to release any information concerning EH Ambassador to such person, whom EHI and VATPO, in their sole discretion, believe would be advantageous or helpful to deal with any concerns that EHI or VATPO personnel may have and/or to determine whether EH Ambassador should remain in the local country or community. If EH Ambassador is required to leave the local country and community, VATPO will provide transport to the appropriate airport or other means for departure. EH Ambassador will be responsible for the additional costs that would be incurred as a result of being required to leave the local country and community before the planned departure if the reason for the early departure is due to the inappropriate behavior of the EH Ambassador, as determined at the sole discretion of the VATPO.

#### **6. Activities and Excursions**

EH Ambassador understands that the EHI supported VATPO Program may include activities and excursions that

are part of the overall experience. Options for a variety of recreational, athletic or other activities and excursions may be offered. All of these activities and excursions (the "Activities") are operated by VATPO and/or separate entities. Depending on the VATPO Program, these Activities could include: a zip line canopy tour, hiking, swimming in waterfalls, surfing, boat trips, camping, safari, and other outdoor activities (see the list below at the end of this section 6 for more details). EH Ambassador understands and acknowledges that the Activities have inherent risks, dangers and hazards. EH Ambassador confirms that if any of the Activities are unfamiliar to him or her, EH Ambassador has taken steps to ensure that he or she understands the scope of and risk associated with these Activities. EH Ambassador hereby assumes all risks of participating in any/all of the Activities as part of his or her EHI supported VATPO Program. EH Ambassador also understands that these Activities are optional and that EH Ambassador can opt out of any Activity by informing VATPO.

EH Ambassador hereby voluntarily releases, waives, discharges, holds harmless, indemnifies and agrees not to sue EHI, VATPO, the event organizers and organizing companies and their agents, directors, officers, and employees from any and all claims, actions, or losses for bodily injury or loss of health, financial loss or property damage, wrongful death, loss of services, or otherwise, which arise out of travel to or from any of the Activities, use of any equipment, or participation in any of the Activities. EH Ambassador further understands that the list below is not a complete list of all possible Activities, and that EHI cannot commit that EH Ambassador will have the opportunity to engage in any specific Activity.

This waiver and release of liability covers, but is not limited to, the following activities that may be offered, including: swimming, surfing, rafting, paddle boarding, boat rides, waterparks, excursions to hot springs and waterfalls, sand boarding, sand buggies, canopy tours, zip lining, ruin visits, volcano tours, safaris, canoe trips, desert safaris, camel riding, wildlife and animal interactions, and exploring caves.

#### **7. Travel Insurance and Emergency Treatment.**

EHI will provide insurance to EH Ambassador via the travel insurance policy that is included through payment of the VATPO Program fee or by separately purchasing the travel insurance policy that is offered by the VATPO in conjunction with the VATPO Program or by separately purchasing an alternative travel insurance policy through others. The insurance coverages offered by the VATPOs we work with and/or provided by others vary but may include coverage related to various travel situations as well as health and medical related coverages. EH Ambassador has carefully reviewed information concerning the specific travel insurance policy provided by EHI through the VATPO Program and/or provided by others and acknowledges that such insurance is adequate and reasonable, and that all information that EH Ambassador has supplied concerning such insurance or EH Ambassador's health to EHI or to VATPO is accurate. If EH Ambassador believes that EH Ambassador needs additional or supplemental insurance, EH Ambassador will make arrangements for such insurance.

Should any medical emergency arise which precludes EH Ambassador's ability to consent to emergency treatment when such authorization is required, EHI and/or VATPO will endeavor to communicate with the person previously designated by EH Ambassador to request permission for any necessary treatment. If EHI and/or VATPO personnel believe, in their sole discretion, that time or circumstances do not permit such communication, EH Ambassador authorizes EHI and/or VATPO to consent on his or her behalf to any medical treatment, including all types of medical examinations, diagnosis, medication, treatment, or physician or hospital care, that is deemed advisable by, and is to be rendered under, the general or special supervision of any physician and surgeon. EH Ambassador agrees not to hold EHI or VATPO responsible for actions relating to any such medical or emergency treatment.

#### **8. Use of EH Ambassador's Likeness, EH Ambassador Created Documentation.**

EH Ambassador acknowledges and agrees that in the course of EH Ambassador's participation in the EHI supported VATPO Program and before and after participating, EHI and or VATPO may record EH Ambassador's likeness or comments. EH Ambassador consents to the use of EH Ambassador's likeness (whether photographed, filmed or videotaped, including, without limitation, portions of a film or videotape) and comments or any portion of such in any manner developed now or in the future, including, without limitation, fundraising and promotional materials, advertising for television, radio, print or other media, and any other EHI presentations. EH Ambassador agrees that, in connection with such use, EHI, and persons acting for or on behalf of EHI, may identify EH Ambassador and may identify EH Ambassador's name, age, city, county and state of residence.

EHI will request that the EH Ambassador document certain aspects of their participation in EHI's program and the VATPO Program through journal entries, photographs and video and to share some of this documentation with EHI

for use at EHI's sole discretion. All aspects of agreement in the prior paragraph of this section 8 also apply to the EH Ambassador created documentation described in this paragraph with respect to EHI's use of such documentation. EH Ambassador will be asked to make a limited number of postings to social media to assist in promoting the EHI program in general and agrees to support these requests to the best of their ability even though these requests may come up to 1 year after the end of their participation in the VATPO Program.

EH Ambassador releases, indemnifies and agrees to hold harmless EHI, and persons acting for or on behalf of EHI, from any liability for acts authorized under section 8 of this Agreement and Release.

**9. Governing Laws and Arbitration.**

This Agreement and Release shall be governed by and construed in accordance with the substantive law of the State of California, USA, applicable to agreements made and to be performed wholly therein, without regard to its provisions or rules concerning choice of laws or conflicts of laws. Any controversy or claim between the parties to this Agreement shall be resolved in arbitration in accordance with the Arbitration Rules of the American Arbitration Association, and the place of arbitration shall be Orange County, California (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). The arbitrator shall apply the substantive law of the State of California, USA, as set forth above, and any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in any court, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

**10. Entire Agreement**

This Agreement, together with any Addendums and the Terms and Conditions (Additional Program Information for Summer 2019 Ambassadors) and other documents submitted and or signed during the application process make up the entire agreement between EHI and the EH Ambassador.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Today's Date \_\_\_\_\_  
MM/DD/YYYY