

2017 HAITI FIELD TEAM
ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT
 FOR ADULTS 18 YEARS AND OLDER



Convoy of Hope (COH) is honored that you have chosen to participate in this volunteer experience. Your service will make a positive impact on the lives of those whom you will encounter. We want to acquaint you with the philosophy and expectations of COH. We also want to give you the opportunity to fully evaluate the undeniable fact that times of extreme stress and crisis may come that could cause you to question whether or not you would have accepted this opportunity if you had known all the facts. It is impossible to predict, fully prepare you, or furnish you with all aspects of what you may face. We have, therefore, prepared some basic assumptions, which we both must make. Please carefully consider the following assumption statement before signing and returning it to COH. **Your application cannot be processed without the proper signatures on this form.**

Participant Information
(Please Print Legibly)

Name of Participant: _____ Email: _____
 Phone: _____ Address: _____
 City: _____ State: _____ Zip: _____
 Name of Emergency Contact: _____
 Daytime Phone: _____ Evening Phone: _____

Detailed Description of Activities:

TRANSPORTATION (AS OF THIS DATE), SUBJECT TO CHANGE:

We will be traveling by commercial jet to your country destination, then we will be using various types of vehicles to travel to local destinations

ACTIVITIES (MAY BE SUBJECT TO CHANGE) INCLUDING BUT NOT LIMITED TO: Engaging with children, physical labor in connection with sorting, packaging, and distributing food, clothing, and other relief supplies, assisting with minor construction and facility maintenance projects. Possibly lifting up to 50 lbs., and may include the use of equipment like box cutters, dollies, painting supplies, ladders, shovels, and hand tools. May require prolonged standing or walking. Living and working in an environment with dust, limited or no climate control, which may result in temperature extremes and exposure to insects carrying diseases, snakebites and other environmental issues. May require lengthy rides in uncomfortable settings. Volunteers may be exposed to physical, emotional and mental stress. Limited recreational activities may include touring local points of interest, souvenir shopping, swimming in pools or at beaches (with or without life guards), snorkeling, boat rides, and hiking.

Dates and Locations of Activities:

Various COH volunteer service opportunities during 2017 in the nation of Haiti.

Medical Information:

Family Doctor: _____ Doctor's Phone: _____
 Insurance Company: _____ Policy Number: _____

Are you presently being treated for injury/sickness or taking any form of medication? If yes, explain.

Please list medications, foods or environmental conditions that you are allergic to, and expected reactions.

Do you require a special diet? If yes, explain.

Our staff will do whatever we can to accommodate your required diet and avoid allergens, but it is not always feasible especially if you cannot have a common food group like meat, gluten, or dairy. You are responsible to bring snacks and meal replacements so that you may have adequate nutrition if the meal served does not meet your dietary needs. Please let us know if you have any questions.

Do you have any physical condition or illness that would prevent you from participating on this trip?

If yes, explain.

Do you have (or ever had) any medical condition that could require special attention?

Are there any activities that you would not want to participate in? If yes, explain.

I, _____ IN CONSIDERATION of my acceptance as a volunteer in the above-referenced activity in cooperation with COH, and other considerations the sufficiency of which is acknowledged, represent and agree that:

1. Status. I am a volunteer and/or self-employed worker and acknowledge that I am not traveling as an employee of COH.

I attest and certify that I am physically fit and have no medical conditions that would prevent me from participating in the above-referenced activity.

2. Risks of international travel; U.S. State Department and CDC warnings. I am aware of the hazards and risks to my person and property associated with serving in a volunteer capacity, such hazards and risks including but not being limited to injury; increased stress; accident; disease; inadequate medical services and supplies; death; criminal acts (including terrorism); natural disasters; weather conditions; government action; risks of traveling to or from international destinations; and foreign political, legal, medical, social, and economic conditions. The country or countries to which I will travel may have health and safety standards that differ from those enjoyed in the United States, and I recognize that I may be subjected to potential risks, illnesses, injuries, and even death. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly. I further recognize that such risks have always been associated with volunteer service.

I also acknowledge that in working, traveling, and staying in cities abroad, I may experience problems associated with urban living, including increased crime, pollution, high population density or standards of living and health standards that are different from those to which I am accustomed in the United States. I acknowledge that it is my responsibility to take every precaution to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that COH recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well-being.

I have read and understood all information on the U.S. State Department website (<http://travel.state.gov>) about the country or countries to which I am traveling, including, without limitation, the U.S. Department of State Consular Information Sheet and the State Department Warning (if applicable). I also have reviewed the U.S. Centers for Disease Control health advisory information relating to travel abroad found at <http://www.cdc.gov/travel>, and any additional information available from the World Health Organization website (<http://www.who.int/>) and Travel.State.Gov.

I understand and agree that if, during my participation in the above-described activities, the travel leader learns that I am experiencing serious health problems, have suffered an injury, or am otherwise in a situation that raises significant health and safety concerns, then the travel leader may contact the person whose name I have provided as my "emergency contact." I understand that the travel leader ordinarily will not initiate such contact without first having a discussion with me.

3. GENERAL RELEASE AND ASSUMPTION OF RISK:

KNOWING THE RISKS DESCRIBED ABOVE, I AGREE, ON BEHALF OF MY FAMILY, HEIRS, AND PERSONAL REPRESENTATIVES, TO ASSUME ALL THE RISKS AND RESPONSIBILITIES SURROUNDING MY PARTICIPATION IN THE ABOVE-DESCRIBED ACTIVITIES, BOTH KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT ALLOWED BY LAW, I RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY CONVOY OF HOPE, AND IT'S AFFILIATED MINISTRIES, PARTNERING ORGANIZATIONS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS, FROM AND AGAINST ANY PRESENT OR FUTURE CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES FOR INJURY TO PERSON OR PROPERTY, OR FOR ANY OTHER DAMAGE, WHICH I MAY SUFFER, OR FOR WHICH I MAY BE LIABLE TO ANY OTHER PERSON, RELATED TO MY PARTICIPATING IN SAID ACVITIVITIES (INCLUDING PERIODS IN TRANSIT TO OR FROM MY DESTINATIONS), RESULTING FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE ON MY PART OR ON THE PART OF ANY OF THE RELEASED PARTIES; PROVIDED THAT THIS RELEASE OF LIABILITY SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT.

4. Insurance Election – I, _____ am aware of the hazards and risks to myself associated with serving in a volunteer capacity. I further understand that COH currently requires the insurance coverages summarized below, that the cost of the insurance is included with the trip, and that I am responsible for obtaining any additional insurance coverages that I consider necessary.

**MISSION ASSURE
Travel Insurance Program
Volunteer Travel Insurance**

	Domestic U.S. Travel	Foreign Travel
Administered by	AG Financial Insurance	AG Financial Insurance
Accidental Death & Dismemberment	\$100,000	\$100,000

Accident Permanent Total Disability	\$100,000 after 365 waiting period	\$100,000 after 365 waiting period
Accident Medical Expense Benefit	\$50,000 benefit, \$0 deductible	N/A
Emergency Medical Expense Benefit (Injury & Sickness)	\$10,000	\$10,000
Out of Country Medical Expense Benefit (Injury & Sickness)	N/A	\$100,000 benefit, \$0 deductible
Emergency Medical Evacuation	100% of covered expenses (Traveler must be at least 100 miles from primary residence)	100% of covered expenses
Repatriation of Mortal Remains	100% of covered expenses (Traveler must be at least 100 miles from primary residence)	100% of covered expenses
Family Coordination/Emergency Medical Reunion	None	100% of covered expenses
Security Evacuation, including Natural disaster evacuation	None	\$100,000
Foreign General Liability/Auto Liability	None	\$2,000,000 per occurrence/ \$5,000,000 aggregate \$2,000,000 Contingent Auto
Pre-existing Conditions	Treated as any other medical condition	Treated as any other medical condition
War Coverage (AD&D, Medical & Evac)	None	Worldwide

5. Minor children. In the event that I have minor children who will accompany me on my assignment, I take full responsibility for their supervision and conduct at all times, and I, acting both on my own behalf and on their behalf as their parent and legal guardian, do hereby assume all risks of death, illness, or injury that they may suffer as a result of said assignment, from those causes described above.

6. Ransom policy. I understand and accept the following policy regarding ransom payments:

COH has determined that it will not pay ransom or yield to the demands of anyone who takes one of our team members or staff hostage. COH pledges itself to every effort in prayer and will take all reasonable steps to secure the release of any member held hostage and/or detained. COH strongly opposes the payment of any extorted commodities or service and will not pay expenses incurred by captors. COH will not permanently concede land or remove staff from locations as a part of any negotiated settlement with hostage takers. COH believes that this

approach helps reduce the risk of COH personnel being targeted for kidnapping and was made after sufficient study of the policies of other nonprofit agencies and after considering the advice of the United States State Department.

7. I expressly waive any defense to the enforcement of any provision of this commitment arising from a claim of lack of consideration and warrant that this commitment constitutes a legal, valid, and binding obligation upon me enforceable against me in accordance with its terms.
8. Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
9. I expressly agree that this assumption of risk, release, and indemnity agreement is intended to be as broad and inclusive as permitted by law. I further state that I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND I VOLUNTARILY SIGN THIS AGREEMENT AS MY OWN FREE ACT.

I ACCEPT THE ABOVE TERMS

I certify that I am age 18 or older. I understand and agree that no oral or written representations can or will alter the contents of this document. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, excluding its choice of law rules, and all claims relating to or arising out of this Agreement, including claims for injuries or wrongful death in any way related to the above-described activities, shall likewise be governed by the laws of the State of Missouri, excluding its choice of law rules.

signature of participant

printed name of participant

witness signature

printed name of witness

date witnessed

Check this box if you prefer **not** to receive the Convoy of Hope Newsletter

Check this box if you would like to receive text message updates

*SMS service is available on most carriers. Message and Data Rates May Apply. Reply STOP to 50555 to STOP. Reply HELP to 50555 for HELP. Full terms:mGive.com/E

(OPTIONAL)

Photograph & Video Release Form

I hereby grant COH, its affiliates, partners, and agents permission to the rights of my image, likeness, and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording.

I agree that COH may use such images for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release, defend, hold harmless and indemnify COH from any and all claims for utilizing this material.

signature of participant

date