

choiceHUMANITARIAN

(a Utah nonprofit corporation)

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Application and Agreement for Expedition Deposit Form – Release and Waiver

Expedition Destination _____

Rendezvous Date _____

Applicants on this form must share the same permanent address or you must use separate forms. This Agreement must be reviewed, completed, signed and submitted **with the appropriate deposit** before you can be accepted for an expedition. You must be 18 years or older, unless accompanied by a parent. By submitting this document, you agree to the terms, conditions and policies listed below and on the additional pages to this Agreement.

Applicant Name(s) as on passport passport no. / Expiration Citizenship Occupation / Employer (or school) Other phone Age Birth date Size T-shirt

Permanent home / family address _____

Home phone w/ area code _____

Fax _____

City _____

State _____

Zip _____

*e-mail address (required) _____

Professional skills / hobbies which may be helpful (please list names w/ skills) _____

Language skills, which may be helpful (also list names) _____

In case of emergency, contact: (name & phone #) _____

Name & phone # of your physician _____

This is a binding agreement - read all four pages carefully before signing:

CHOICE HUMANITARIAN RESERVES THE RIGHT, SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, to make cancellations, changes or pertinent substitutions due to the uncertainty and unpredictable nature of humanitarian work and in the interest of each particular village. Expedition costs are the published prices expected at the time of departure for in-country transportation, hotel rates, food while in the village, services rendered by villagers, currency exchange rates, etc., and are subject to change. Unforeseen accidents or illnesses can arise which may require treatment in less than ideal circumstances. CHOICE Humanitarian cannot guarantee that adequate treatment, supplies or transportation will be available. If treatment or other care or services are provided in the event of an accident or illness, those providing treatment and care do so as "Good Samaritans" and with the expectation that they have no legal or other liability as a result of providing such gratuitous services. Expeditioners are to take full responsibility to have adequate health, life, disability and casualty insurance coverage, as well as evacuation insurance while participating in this endeavor. CHOICE Humanitarian is not responsible for payment of any costs, fees or the expenses that may arise as a result of an accident, illness or other occurrence in the course of travel to and from and participation in the expedition. Humanitarian work often is needed in countries with unstable governments. Because of the inherent safety risks associated with traveling in other countries, all participants agree to read the Consular Information Sheet published by the U.S. Department of State for each country to be visited. These Consular Information Sheets are available at <http://travel.state.gov>. **By signing below, I acknowledge that I have read all four pages of this Agreement and that I understand it, I have had an opportunity to consult with legal advisors, I have reviewed the applicable Consular Information Sheets and applicable travel warnings from the U.S. Department of State, and I hereby assume the risks associated with travel to and through foreign countries. In consideration of being allowed to participate in this endeavor, I hereby release CHOICE Humanitarian, its employees, directors, agents, expedition leaders, and all others, from all claims, causes of action, damages, costs, fees or other expenses which may arise directly or indirectly from my participation, except as expressly set forth in this Agreement. I understand that I am solely responsible for securing insurance coverage and other financial arrangements to provide for costs, fees or other expenses, which may arise as a result of my participation. I also agree to the prescribed standards of personal conduct and grant full permission for CHOICE Humanitarian to use my image and likeness in all media formats without charge for promotional purposes.**

Signature of applicants: _____

Witness: _____

Date: _____

Parents or guardians must sign for those less than 21 years of age.

Rev. 1/04

Expedition deposit enclosed \$ _____ (\$300 per person)

If you should cancel, see cancellation policy on page four.

If CHOICE Humanitarian cancels the expedition prior to departure for any reason you will be given a full refund minus costs incurred.

Please check form of payment Amount

- () Check - Made payable to CHOICE Humanitarian
 () Cash
 () Credit Card (Visa, MasterCard or American Express)

Card Number _____ Expiration _____

Signature of Cardholder _____ Date _____

Card Type _____ Name as it appears on the card _____

Expedition Terms and Conditions

Registration, Deposit, Cost and Cancellation:

A \$300.00 deposit is required at the time of Agreement to hold a space on an expedition. The Expedition Cost balance is due 45 days prior to departure. The expedition cost will vary depending on expedition length, project cost and location. Excluding airfare, costs generally range from \$1,000 to \$2,000. These costs are the prices expected at time of departure and are subject to change without notice. While CHOICE Humanitarian will do all that is reasonable to avoid cost increases, in-country costs may be passed on to the participants. All Agreements are subject to approval by CHOICE Humanitarian and the expedition leader. Cancellation information is described on page four under Expedition Information. All payments received from persons other than the participant are 100% non-refundable at anytime.

Items Not Included:

Any expense of a personal nature is not included in expedition costs. This includes but is not limited to: bottled drinking water, phone calls, laundry services, room service gratuities for special services. Any expense for excess baggage or porter services will be borne by the participant. Other costs not included are passports, multiple entry visas, airport taxes, immunizations, evacuation insurance, and meals while outside the village. Any side trips planned by the participant will be entirely at their own expense. However, no refund will be made for accommodations or services, included in the expedition cost, not used by the participant. Airfare and flight arrangements to the destination city are the sole responsibility of each participant. CHOICE Humanitarian can refer participants to a travel desk for assistance if so desired.

Standards Of Personal Conduct:

All participants are considered ambassadors for our country, humanitarians in general and for CHOICE Humanitarian. There is a high expectation for participants to respect the reputation of trust and consideration that has been established through years of interaction with villagers and in-country directors. All participants will be expected to maintain high standards of conduct as well as honor, morality, respect, graciousness, etc. while in the villages and in the countries where we serve. CHOICE Humanitarian has a strict "NO GIFTING" policy. Our gift to them is the project, their gift to us is their hospitality. Participants will be expected to abstain from tobacco, narcotics, non-prescription drugs, and alcohol intoxication. **CHOICE Humanitarian reserves the right to terminate a participant's involvement, without reimbursement, at any point of the expedition if there is failure to comply with these conditions.**

Village Interactions:

Participants unconditionally, knowingly, and voluntarily agree that all interaction, communication, and work, before, during, and after an expedition, with CHOICE villages, villagers and In-Country staff will be done through CHOICE headquarters and in accordance with approved policy and procedure. Participants are responsible to research and know said policy and procedure for post expedition involvement.

CHOICE Humanitarian expeditions do not discriminate on the basis of race, creed, gender, or ethnic origin. CHOICE Humanitarian is a non-denominational organization and does not allow preaching, proselytizing or discussion of religious beliefs while on expeditions.

Prior To The Expedition:

Current Passport: Each applicant has the responsibility to produce a current passport to complete the Visa application process. All participants will carry and be responsible for their own documentation including passports and tourist cards while in the country while serving.

Visa Application: CHOICE Humanitarian will submit and acquire Tourist Visa's from the respective embassies prior to departure. Applicants must be U.S. citizens, submit passports, completed Visa applications and two passport photos **six weeks** in advance of the departure date.

Immunizations and Health: Expedition participants are fully responsible for their health before, during and after the expedition. Participants should consult with their personal physician and/or International Travel Office regarding required immunizations. CHOICE Humanitarian suggests starting immunizations long before departure date since several of the required immunizations are multiple dose vaccines. Testing for some diseases may be required after returning home.

Health and Evacuation Insurance: Since expeditions can be physically challenging, CHOICE Humanitarian encourages a physical check-up before applying. CHOICE Humanitarian reserves the right (but is under no obligation) to evaluate health issues of applicants before accepting their application. Any applicant with high blood pressure, heart disease or any physical impairment is responsible for obtaining prior approval from their physician to participate. Since most expeditions take place in rural locations where medical services are often not available, CHOICE Humanitarian requires all expedition participants to show proof of medical evacuation insurance coverage of at least \$25,000. Evacuation insurance would cover emergency transportation (airlifting if necessary) to a hospital or clinic. Most personal insurance policies do not cover evacuation insurance, but generally there are inexpensive temporary policies available. Participants may also want to consider travel insurance covering accidents, baggage loss, delays and unexpected cancellation. **CHOICE Humanitarian strongly suggests participants consider purchasing trip cancellation insurance when booking airline tickets.**

Safety During the Expedition:

Safety is always a concern when traveling and living in third world countries. Third world conditions may result in circumstances beyond the control of CHOICE Humanitarian. All participants agree to read an updated Consular Information Sheet and applicable travel warnings and public announcements from the U.S. Department of State for each country to be visited both at the time the Agreement is submitted and prior to departure on an expedition (see <http://travel.state.gov>). Even when safety recommendations are followed, accidents, delays, cancellations, acts of terrorism, violence and crimes may result in loss of property, severe bodily harm or even death to participants. Each participant agrees to assume these risks during the expedition.

Expedition Terms and Conditions - Continued

Responsibility and Liability – Release and Waiver:

Each participant agrees to release and hold harmless CHOICE Humanitarian and its officers, directors and employees from all damages, personal injuries, death, and claims arising in connection with an expedition, unless caused by the gross negligence of CHOICE Humanitarian. In the event of cancellations and delays, CHOICE Humanitarian will use reasonable efforts to provide comparable accommodations or services if it is necessary to change from the original itinerary.

The participant unconditionally, knowingly and voluntarily agrees to waive and release on behalf of himself and his heirs, executors, insurers, any and all claims of any nature whatsoever, whether known or unknown, against CHOICE Humanitarian and its officers, directors, employees, and insurers arising out of any event occurring or alleged to have occurred during an expedition, unless caused by the gross negligence of CHOICE Humanitarian. This release includes, without limitation, all rights or claims arising under any applicable state or federal statute, foreign law, international law or any common law cause of action, including any claims for attorneys fees or other costs.

Limitation of Damages:

In the event CHOICE Humanitarian is held liable under any circumstances, participant agrees that such liability will be limited to the participant's actual expedition costs paid to CHOICE Humanitarian. No third party may rely on this Agreement or recover damages based upon the terms hereunder.

Accommodations:

CHOICE Humanitarian facilitates volunteer humanitarian expeditions in rural villages. Our expeditions are not tourist vacations. Participants should be physically and mentally prepared to face frustrating and disquieting circumstances while traveling, working and living in impoverished, primitive areas. Village access is often along bumpy 4-wheel drive roads or sometimes requires a short hike. Participants must expect the unexpected, be flexible and patient and keep a sense of humor. Hotels selected are consistent with the price of the expedition. In some rural areas, participants will sleep in tented encampments or in the homes of villagers. Permanent bathroom facilities and/or heating may or may not be available. Participants must make themselves fully aware of available accommodations of the expedition before applying. The expedition costs are calculated on a double occupancy rate. All single participants will be assigned a roommate prior to

arriving in the country. If a roommate is not available, participant will be notified of a single supplement cost adjustment prior to departure.

Miscellaneous Provisions

If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Utah, without regard to its conflicts of laws principles. Venue for any legal proceedings concerning this Agreement shall be in the state or federal courts in Salt Lake County, Utah.

"Agreement", as used herein, means the application form, deposit form, release and waiver, and all the terms and conditions described in this document. Upon the acceptance of the applicant for an expedition, this document becomes a binding agreement between the parties. The terms "applicant" and "participant" are used interchangeably in this Agreement.

The rights and obligations of the participants under this Agreement shall inure to the benefit of and shall be binding upon their heirs, agents, personal representatives, successors and permitted assigns.

The rights and obligations arising under this Agreement cannot be assigned by participant without the prior written consent of CHOICE Humanitarian.

This Agreement constitutes the entire understanding and agreement between and among the parties and supersedes all prior agreements, representations or understandings between or among the parties, or any of them, relating to the subject matter hereof. Modifications to this form Agreement provided by CHOICE Humanitarian are not binding on CHOICE Humanitarian unless a written amendment is signed by CHOICE Humanitarian and all participants listed on the front page, and such written amendment and signatures are attached as an addendum to this Agreement.

CHOICE Humanitarian is a dba of Center for Humanitarian Outreach and Inter-Cultural Exchange, a Utah nonprofit corporation.

[see next page]

Expedition Information

Am I right for a CHOICE expedition?

CHOICE Humanitarian facilitates volunteer humanitarian expeditions in rural villages. Our expeditions are not tourist vacations. Participants should be physically and mentally prepared to face frustrating and disquieting circumstances while traveling, working and living in impoverished, primitive areas. Village access is often along bumpy 4-wheel-drive roads or sometimes requires a short hike. Participants must expect the unexpected, be flexible and patient and keep a sense of humor. Participants with physical limitations should submit a letter of participation from their physician. Please contact the CHOICE Humanitarian office with any concerns.

How much does an expedition cost?

The Expedition cost will vary depending on expedition length, project costs and location. These costs are calculated on the expected prices at the time of departure and are subject to change. Excluding airfare, costs generally range from \$1,000 to \$2,000. A \$300 deposit is required to reserve a space on any expedition. Participants can pay by cash, check, Visa, MasterCard or American Express. Some participants have chosen to find sponsors or have used their employer donation matching program to help pay for their expedition costs. The CHOICE Humanitarian office may be able to help you with fundraising ideas. The full expedition cost is due 45 days prior to departure.

What if I have to cancel?

You may cancel your space or transfer your deposit and payments to another expedition based on the following schedule:

Over 90 days: The \$300 per person deposit less a \$100 service charge is refundable, or 100% of your balance is transferable

45-89 days: Deposit is non-refundable but other payments are fully refundable, or 100% of balance less a \$100 service charge is transferable

Less than 45 days: All payments are non-refundable

Third world conditions may result in cancellations of expeditions. If CHOICE Humanitarian cancels the trip, your expedition costs, minus any expenses already incurred, are fully refundable. If you cancel your trip because of a new travel warning or a public announcement made by the U.S. Department of State after the date you submit your deposit, then your expedition costs, minus any expenses already incurred, are fully refundable. All payments received from persons other than the participant are 100% non-refundable at anytime.

Where does my money go?

The entire expedition cost goes to support CHOICE Humanitarian projects and expeditions. Depending on the size and location of your expedition, approximately 60% goes to field costs; 26% goes to team coordination, advance planning and support; and 14% goes to headquarters support and post expedition analysis. Field costs include accommodations, ground transportation, food while in the village, leader expenses, project costs and program coordination costs.

Is everything tax-deductible?

CHOICE Humanitarian is a non-profit organization as described by section 501(c)(3) of the Internal Revenue Code. Therefore, all but \$100 of the transportation to and from expedition sites as well as the participant's expedition cost are probably tax deductible. We suggest that you consult your personal tax advisor regarding your personal tax situation. Any personal travel before and after the expedition is not tax deductible.

What other expenses can I expect?

Airfare is not included in the expedition cost and is the full responsibility of the participant. Other costs to expect include passports, multiple entry visas, airport taxes, immunizations, evacuation insurance, and meals while outside the village. Accommodations are based on double occupancy. Participants are responsible for extra charges if he/she desires single occupancy or deviates from the group itinerary. Any side trips planned by the participant will be entirely at their own expense.

What insurance do I need?

CHOICE Humanitarian requires all expedition participants to have medical evacuation insurance valuing at least \$25,000. Our expeditions take place in rural locations where medical services are often not available. Evacuation insurance would cover emergency transportation to a hospital or clinic. Most personal insurance policies do not cover evacuation insurance, but there are inexpensive temporary policies available. The CHOICE Humanitarian office can direct you to providers. Participants may also want to consider travel insurance covering accidents, baggage loss, delays and unexpected cancellation. CHOICE Humanitarian cannot be responsible in any way for an unexpected cancellation.

How do I join a CHOICE expedition?

Decide which expedition you would like to join, fill out the Agreement and send deposit to the CHOICE Humanitarian office. Once we have received your deposit we will send you briefing information in the mail upon Agreement approval. The expedition begins and ends at a designated spot within the project country. The expedition coordinator will help you determine when to purchase airline tickets.

How else can I get involved with CHOICE Humanitarian?

Participation in a CHOICE Humanitarian expedition is one of the best ways to become immersed in the rich cultural experience that humanitarian service can provide. However, there are many ways to get involved in helping villages around the world learn the concept of empowerment and self-sufficiency. CHOICE Humanitarian exists only through the help of donors and volunteers. A few U.S. dollars make an enormous difference in most third world countries. You could set up an automated donation at work or you could volunteer a few hours a week at the CHOICE Humanitarian office. The CHOICE Humanitarian office can suggest many options to contribute and serve.

[end of Agreement]