

UNITED STATES FOUNDATION FOR THE CHILDREN OF HAITI, INC.
RELEASE, INDEMNITY and MEDICAL AUTHORIZATION AGREEMENT
DESTINATION COUNTRY:
DATES OF TRAVEL:

I, _____
("Participant"), have requested to travel with **United State Foundation for the Children of Haitit**
("USFCH") on an international mission trip, volunteer trip, and/or other excursion (the "Trip"). In
consideration of **USFCH's** agreement to allow me to participate in the Trip, which participation is
voluntary, I agree to the terms of this Release, Indemnity and Medical Authorization Agreement
("Release"):

Definitions. In addition, **USFCH** also includes their past, present and future employees, agents,
representatives, staff, administrators, trustees, directors, and attorneys and insurers. "I" or
"Participant" means the person or persons named above individually, and any of Participant's minor
children on the Trip as well as derivative rights through that person's family members, spouse, heirs,
successors, assigns and personal representatives.

1. Various risks of Travel.

I acknowledge the risk of personal injury and property damage is present during the entire Trip and in
any independent activities I undertake during the Trip, including:

I understand that participation in the Trip to a foreign country involves many risks. These include risks
involved in traveling to and within, and returning from, one or more countries; foreign political, legal,
social, and economic conditions; different standards of design, safety and maintenance of buildings,
lodging, public places and conveyances; sickness and disease including but not limited to AIDS, malaria,
diarrhea, typhoid fever, hepatitis, and cholera; extreme local weather conditions; crime; terrorism; and
other matters described below. I fully understand risks associated with physical illness and terrorist
activities against American citizens or citizens of other countries.

I have reviewed the U.S. State Department Consular Information ("Consular Information") concerning
travel to, in and around the countries to be visited on the Trip. I acknowledge that I am aware of and
understand the risks and dangers included in the Consular Information, including but not limited to the
dangers to my own health and personal safety posed by crime, political unrest, adverse weather
conditions, remoteness, and, in some cases, great distance to adequate medical care. I hereby assume,
knowingly and voluntarily, each of these risks and all of the other risks which could arise out of or occur
during my travel on the Trip.

Trip Participants will engage in various activities, including visiting orphanages, churches, social program
facilities, governmental and historical places of interest, and may include other cultural, religious, and
educational tours and visits. The Trip will involve a variety of physical activities such as walking, hiking
and riding various means of rented or public transportation.

Initials of Participants: _____

Transportation for the Trip may be provided via a variety of methods, including but not limited to commercial airlines and other chartered air, land, and water transportation. The Trip may also include field trips with inherent risks including injury, disease and/or death.

2. **Release.**

Knowing that the risks identified above exist, as well as any other risks not identified above, and in consideration of being permitted to participate in the Trip, I agree (individually and on behalf of my family, spouse, children, heirs and personal representatives), to assume all the risks and responsibilities surrounding my participation in the Trip and hereby forever release and promise not to sue USFCH for any damages or injury, including death, caused by or arising directly or indirectly out of my participation in the Trip. By signing below, I intend to COMPLETELY RELEASE and forever discharge USFCH from any and all claims, demands, lawsuits and liabilities whatsoever that I have or may have against USFCH related to any loss, damage or injury, including suffering and death, that may be sustained by me or by any property belonging to me which arise out of, result from, occur during or are connected in any manner, directly or indirectly, with my participation in the Trip, any related or independent travel, and any activities or field trips irrespective of whether they are sponsored, supervised or controlled by the USFCH in any manner. This release includes, but is not limited to, claims based on negligence, recklessness, and strict liability of USFCH, if any.

3. **Indemnification.**

I agree to indemnify, defend and hold harmless USFCH from any and all liabilities, loss, damage or expense, including attorney's fees and all expenses of litigation of any kinds, which arise out of any claims or lawsuits based upon my acts or omissions during the Trip or any related or independent travel, activities or field trips during the dates shown above, irrespective of whether such act or omission occurs during a sponsored, supervised or controlled activity of USFCH. **THIS INDEMNIFICATION EXPRESSLY INCLUDES INDEMNIFICATION OF USFCH WHEN USFCH IS OR MAY BE CONCURRENTLY NEGLIGENT, RECKLESS AND/OR STRICTLY LIABLE.**

4. **Travel and Housing Arrangements.**

USFCH does not represent or act as an agent for, and cannot control the acts or omissions of any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods and services ("Travel Providers") involved in the Trip. I release USFCH from any act or omission of any Travel Provider which directly or indirectly causes me any injury, loss, damage, or expense.

Although USFCH will attempt to maintain the Trip as planned and described, it reserves the right to change the Trip, including the itinerary, travel arrangements, and accommodations, at any time and for any reason, with or without notice, USFCH shall not be liable to Participant by reason of any such cancellation or change. USFCH is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless as to whether USFCH makes flight arrangements. Any additional expense resulting from the above will be paid by Participant. USFCH reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of USFCH.

Initials of Participant: _____

I understand and acknowledge that USFCH assumes no responsibility or liability for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries, losses, damages, weather, strikes, acts of God, circumstances beyond the control of USFCH, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond USFCH's control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules, flight conditions, or other uncontrollable factors I am required to spend additional nights in a hotel, or other type accommodations, USFCH will not be responsible for my hotel, transfers, meal costs, accommodations or other expenses. My baggage and personal property are at my risk entirely throughout the Trip and any travel incident thereto. The right is reserved by USFCH, in its sole discretion, to cancel the Trip or any aspect thereof prior to departure; and, in USFCH's sole discretion, to require that all Participants return to the United States during the Trip if USFCH determine or believes that any person is or will be in danger if the Trip or any aspect thereof is continued.

5. Health and Safety.

I represent and warrant that I have consulted with a medical doctor with regard to my personal medical condition and any personal medical needs for this Trip. I agree to report in writing to USFCH no less than thirty (30) days prior to departure any physical or mental condition I have that may require special medical attention or accommodation during the Trip. Otherwise, USFCH should assume that I have no personal health issues or problems that preclude or restrict my participation in the Trip.

I also represent and warrant that I am and will be covered throughout the Trip by a policy of comprehensive health and accident insurance that provides coverage for injuries and illnesses I sustain or experience overseas and, more specifically, in the countries in which I will be traveling while on the Trip. I certify that my health insurance policy will adequately cover me while outside the United States; and I release and agree to indemnify USFCH from and for any and all responsibility for medical expenses, charges, bills and/or expenses incurred while I am on the Trip.

6. Standards of Conduct.

I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could harm USFCH's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Trip.

Initials of Participant: _____

I agree to comply with USFCH's rules, standards and instructions for Participant behavior. I waive and release all claims against USFCH that arise at a time when I am not under the direct supervision of USFCH or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.

I agree that USFCH has the right to enforce the standards of conduct described above in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Trip, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of USFCH, the Trip, or other Participants. If I leave or am expelled from the Trip for any reason, there will be no refund of fees already paid and I consent to being sent home at my own expense with no refund of fees.

I agree to attend to any legal problems I encounter with any foreign nationals or government of any country visited on the Trip. USFCH is not responsible for providing any assistance under such circumstances.

If I become detached from the group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact and reach the Trip group at its next available destination.

7. Medical Authorization

I authorize USFCH, including but not limited to any chaperone, supervisor, agent, representative, staff or other USFCH employee, to make medical decisions for Participant and Participant's minor children which is his/her/their sole judgment are necessary. I hereby release and indemnify USFCH from any action taken pursuant to this Authorization pursuant to paragraphs 2 and 3 of this Release, and agree that I am responsible for paying all medical expenses of any kind.

8. Kidnapping and Hostage Taking.

USFCH will make no concessions to kidnapers or terrorists nor will USFCH negotiate for the payment of ransom for the release of a Participant who becomes a hostage. USFCH will cooperate with the appropriate governmental agencies in an attempt to hold perpetrators responsible for any acts committed against Participants.

9. Miscellaneous.

- A. Should any provision or aspect of this Release be found to be void or unenforceable, all remaining provisions of the Release will remain in full force and effect.
- B. Prior to signing this Release, I was advised and made aware that I have the right to consult with an attorney, or other legal advisor or counselor of my choice.
- C. This Release will also bind my family members including my spouse, if any.
- D. This Agreement represents my complete understanding with USFCH concerning its responsibility

Initials of Participant: ____

and liability for my participation in the Trip. It supersedes any previous or contemporaneous understandings I may have had with USFCH on this subject, whether written or oral, and cannot be changed or amended in any way without both my and USFCH separate written concurrence.

- E. I am eighteen (18) years of age or older.
- F. This Release is governed by the laws of the State of Oklahoma, with exclusive venue of any dispute arising out of this Agreement in Tulsa County, Oklahoma.

I have carefully read this Release before signing it and I understand its terms. I understand that this Release is a release of legal rights and that by signing it I am giving up these rights. My signature below indicates my agreement to all terms and conditions of this Release.

Printed name of Participant

Date

Signature of Participant

Address

Signature of spouse (if applicable)

Date

****READ CAREFULLY****
YOUR SIGNATURE BINDS YOU TO ALL TERMS OF THIS AGREEMENT

Revised 5/2/2014

Initials of Participant: _____