AFRICOMPASSION



356 E 500 N, Pleasant Grove, UT 84062 Email: <u>info@africompassion.org</u> (801) 884-9765 Web: africompassion.org Venmo: @africompassion

By agreeing to this Release and Waiver, I hereby acknowledge that I am 18 years or older or will be accompanied by a parent or guardian.

By agreeing to this Release and Waiver, I also hereby unconditionally, knowingly, and voluntarily agree, on behalf of myself and my heirs, executors or personal representatives, and insurers, to the following terms, conditions, and policies:

- I release, hold harmless, and forever discharge Africompasson USA and Africompassion Organization, its executive committee, steering committee, employees, directors, officers, board members, agents, expedition leaders, and all others affiliated with Africompasson USA and Africompassion Organization from all claims, causes of action, lawsuits, demands, damages, costs, fees, personal injuries, death and other expenses of any kind or nature, foreseen or unforeseen, which may arise directly or indirectly from my participation in the Expedition, unless caused by gross negligence of Africompasson USA and Africompassion Organization. This release includes, without limitation, all rights or claims of any kind whatsoever arising under any applicable state or federal law, foreign law, international law, or any common law cause of action, including any claims for attorneys' fees or other costs.
- I waive and agree to not file or otherwise initiate, or cause to be filed or initiated, against Africompasson USA and Africompassion Organization any claim, cause of action, lawsuit, or proceeding of any kind whatsoever, or participate in the same individually or as a class, which pertains in any manner to my participation in the Expedition.
- I understand that I am solely responsible for my health before, during and after the Expedition. I understand that I am responsible for consulting with my personal physician prior to the Expedition to ensure that I am healthy and physically capable of participating in the Expedition. I understand that I should also consult with my physician and/or local, state, national and international health authorities regarding required immunizations and that I should receive required immunizations prior to the Expedition.
- I understand that accidents, injuries, illnesses, or other harmful occurrences may occur in the course of travel to and from and participation in the Expedition and I agree to assume any and all risks associated with the same. I understand that Africompasson USA and Africompassion Organization is not responsible for payment

Africompassion is an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code; our Employer Identification Number (EIN) is 82-1071715.

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of any costs, fees or expenses that may arise as a result of an accident, injury, illness or other harmful occurrence in the course of travel to and from and participation in the Expedition. I understand that Africompasson USA and Africompassion Organization cannot guarantee adequate treatment, supplies or transportation will be available. If treatment or other care or services are provided, Africompasson USA and Africompassion Organization 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.

- I understand that I am solely responsible for obtaining adequate health, life, disability, and casualty insurance coverage, including evacuation insurance, covering my travel to and from and participation in the Expedition. I am also solely responsible for securing any other necessary financial arrangements to provide for any and all costs, fees, damages or other expenses which may arise as a result of my participation in the Expedition. I understand that Africompasson USA and Africompassion Organization is not responsible for any costs, expenses, fees, or damage to personal property incurred in the course of travelling to or from or participating in the Expedition, including but not limited to loss of baggage, delays, or unexpected cancellations.
- I understand that safety is always a concern when traveling and staying in foreign countries, including developing countries. I have read and understand the applicable travel warnings and Consular Information Sheet published by the U.S. Department of State and available at http://travel.state.gov and/or at other U.S. governmental websites. I hereby assume any and all risks associated with travel to and through foreign countries, including but not limited to accidents, delays, cancellations, acts of terrorism, violence and crimes resulting in damage to or loss of property, severe bodily harm or even death.
- I understand that if I elect to travel before or after the Expedition, I hereby assume any and all risks associated with that travel, including but not limited to accidents, delays, cancellations, acts of terrorism, violence and crimes resulting in damage to or loss of property, severe bodily harm or even death.
- I understand that Africompasson USA and Africompassion Organization must receive this Release and Waiver before I will be permitted to participate in the Expedition.

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• I acknowledge that I have had an opportunity to consult with legal counsel prior to agreeing to this Release and Waiver.

Name:	Date:
Signature:	