

LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND TRAVEL CODE OF CONDUCT AGREEMENT

Name: _____

Trip Stops (countries to visit): _____

Travel dates: _____

The Trip

I, _____, have agreed to participate in a trip whose stops and dates are described above (“the Trip”), arranged by World Help, Inc., a Virginia nonstock corporation formed for charitable purposes and recognized by the Internal Revenue Service as exempt from federal income tax under §501(c)(3) of the Internal Revenue Service.

The purpose of the Trip is to provide emergency relief assistance, assist poor people with economic development, learn about the work being done by World Help, learn about and/or review work being done by local agencies supported by World Help, engage in tourism, and/or engage in evangelism (sharing the gospel of Jesus Christ with others), and to conduct activities supporting and ancillary to those purposes.

For purposes of this Agreement, “World Help Party” or “World Help Parties” includes World Help, Inc. and any one or more of its officers, directors, employees, agents, successors, and assigns.

Personal risks

I acknowledge that traveling, living, and working in the countries listed above involves personal risks to include all such risks at home, as well as additional risks which are different in kind, and substantially greater in degree, than those encountered in the course of the same activities here in the United States. These risks include, but are not limited to, risks of personal injury or death due to inability to speak, read, or understand a foreign language; poor sanitation; inadequate health care; bacteria, viruses, parasites, etc., that my body is unprepared to fight; unsafe food or water; and political and social unrest, and are substantially beyond the control of the World Help Parties.

The undersigned acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States. In accordance with recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and other governmental and regulatory agencies, for the slowing of the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that the undersigned shall not participate in any volunteer activities (other than exclusively online programs, where available), within 14 days after (i) returning from highly impacted areas subject to a CDC Level 4 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 4 Travel Health Notice, (iii) exposure to any person who has a suspected or confirmed case of COVID-19, or (vi) has any present symptoms of COVID-19, to include, but not limited to, fever, cough, or shortness of breath. The undersigned agrees to notify World Help Inc. immediately if he or she has been diagnosed with COVID-19 within 14 days of having participated in trip activities. The undersigned understands that World Help Inc. has taken steps to mitigate the risk of transmission of COVID-19, but that regardless of such mitigation, the risk of infection remains possible. **Therefore, the undersigned hereby releases, waives, discharges, and covenants not to sue** World Help Inc, its directors, officers, employees, volunteers, and agents from all liability to the undersigned for any loss or damage, to include death or serious illness, to the undersigned, whether caused by negligence, active or passive, of World Help Inc., in any way related to participation by the undersigned in trip activities.

I acknowledge that I have received a description of certain health insurance coverage that World Help is providing for me in connection with the Trip, that benefits under the policy are limited, and that I’ve been advised to ensure that I have health insurance for amounts in excess of the limits in the policy, and that World Help is not responsible for providing any such

insurance on my behalf. If insurance is not available for this trip, I have been advised and am free to secure insurance on my own.

Property risks

I acknowledge that my property, including but not limited to, clothing, money, electronic equipment (e.g., computers, tablets, cell phones) and accessories, and luggage, is more likely to be lost or stolen while I am traveling outside the United States.

I acknowledge that I have been advised to obtain property insurance that will provide coverage in the event my property is lost or stolen while I am on the Trip, and that World Help is not responsible for providing any such insurance on my behalf.

Health care directive

In connection with my participation in the Trip, I have provided an advance medical directive, durable power of attorney including health care, or other similar documents (“Health Care Directive”) to World Help, **which shall be effective only for the term of the Trip**, as described in the Health Care Directive. This document may be in the form provided by World Help, based on Virginia law, or may be in another form, including a form provided by my home state, provided that is reasonably acceptable to World Help. I agree that a photocopy or electronic copy of this document is as valid as the copy with my original signature, and any health care provider may reasonably rely on such a copy.

If, during the Trip, I need medical care and am incapable of making an informed decision, or am otherwise in a condition that would trigger the authority of another person to act under the Health Care Directive, and any World Help Party is unable to contact the person authorized to act under the Health Care Directive (“the Authorized Person”) within a reasonable period of time, or after providing the Authorized Person with the material information then available, to obtain a decision from the Authorized Person within a reasonable period of time, then I authorize the senior World Help Party on the scene (if any) to make such decisions about medical care, or the withholding of medical care, as I have authorized to be made in the Health Care Directive. The senior World Help Party on the scene shall continue to have such authority until he or she is able to communicate with the Authorized Person, and shall resume such authority if additional decisions must be made and the senior World Help Party is again unable to communicate with or obtain a decision from the Authorized Person.

I also agree, on behalf of myself and my estate, to reimburse World Help for any and all expense incurred by it to obtain any medical care it was authorized to obtain by me, the Authorized Person or my health care agent, by any World Help Party or Parties or any other health care representative of mine under the preceding paragraph (other than expenses actually paid or reimbursed by an insurance company).

Photography Release

I understand that I may, or may not, consent to the following Photography Release, and that my consent, or non-consent, will not otherwise affect my participation in the Trip.

If I have consented below, I agree that I may appear in photographs taken of World Help activities in which I am participating. With respect to such photographs, I grant World Help the right to store, copy, and publish such photographs in the manner described below, provided that no such photograph may be published if the photograph would hold me up to ridicule or cast me in a poor or false light.

With respect to any photograph, World Help shall have the right—

- (1) To store the photograph in any print, digital, or electronic, or other format, including formats not presently known;
- (2) To modify, edit, or reproduce the photograph in any manner;
- (3) To publish, display, exhibit, or broadcast the photo in any medium now known or hereafter invented, including on its website;
- (4) To claim or register any copyright interest it may have in the photograph; and
- (5) To identify me as a subject in the photograph.

I agree that, except as set forth below, as between me and World Help, World Help shall be the sole owner throughout the universe and in perpetuity of any and all rights in and to any such photograph, and any publication containing any such photograph.

The exception referred to above is that World Help will not sell, license, or otherwise transfer the copyright in the photograph, or any rights to use any photograph otherwise approved by me to any other person, other than a successor-in-interest, e.g., another ministry that controls or is controlled by World Help, or that consolidates or merges with World Help, without my express written consent.

_____ I consent to the Photography Release.

_____ I do not consent to the Photography Release.

Covid-19 Vaccine

I agree to be fully vaccinated for Covid-19 prior to my participation in the Trip and I agree to provide World-Help Party with evidence of such full vaccination. I understand that Covid-19 vaccines are at this time only approved for emergency use and that I have the right to refuse to be vaccinated and forego my participation in the Trip. By signing this document, I agree to waive, release and forever discharge World Help and the World Help Parties from any and all liability, claims or demands of any kind and nature arising from or in any way related to World-Help requiring Covid-19 vaccination, including but not limited to personal injuries, lost wages, or any other claims on account of adverse reaction or even death, and I assume all of the risks related to or arising out of the Covid-19 vaccine as it concerns World Help and World Help Parties.

Travel Code of Conduct

All Participants who travel on trips arranged by WorldHelp, Inc. are expected to maintain the highest standards of conduct and integrity.

I agree to show respect for every Participant on the Trip and local community by refraining from all forms of intimidation, sexual and physical harassment, and acts that infringe on the rights of others.

I agree to refrain from intentionally causing injury to others. I will be financially and legally responsible for any and all damage that I inflict upon others.

I agree to refrain from intentionally causing damage to personal property of others. I will be financially and legally responsible for any and all damage I inflict on the property of others.

I understand that these actions may be detrimental to the safety and/or well-being of the program and the Trip Participants.

I understand that if I violate these policies that World Help Parties, the trip organizer and its staff may require me to end the Trip and return home prior to the end of the Trip at my own expense and without any refund of the remaining costs of the Trip. I release, waive and forever discharge World Help, Inc. Parties with respect to any injury, damage, or other claims I may have on account of or in connection with my travel and whereabouts after being discharged from the Trip, including injury, damages, or other claims arising from my use of goods or services provided by third parties, including but not limited to, those person providing transportation, housing, food, or medical care, and I assume the risk of loss, damage, injury, or death that occurs to me after my discharge from the Trip. I also agree, on behalf of myself and my estate, to reimburse World Help for any and all expense, including reasonable attorney's fees and costs, incurred by World Help on account of violation of these policies and Travel Code of Conduct.

Waiver and release, and assumption of risk

By signing this document, I, the undersigned _____, for and in consideration of the opportunity to participate in the Trip; and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, knowingly and voluntarily (1) agree to waive, release, and forever discharge the World Help Parties, with respect to any injury, damage, or other claim I may otherwise have that arises on account of or in connection with my travel and other participation on the Trip, including injury, damages, or other claims arising from my use of goods

or services provided by third parties, including but not limited to, those persons providing transportation, housing, food, or medical care; and (2) assume the risk of all loss, damage, injury, or death that occurs to me during the Trip.

Limitations

The forgoing waiver, release, and travel code and conduct agreement shall not apply to any injury, damage, or other claim actually caused by the negligence, recklessness, or other misconduct of any World Help Party.

If any provision of this Release and Waiver, etc., is ruled to be invalid under the law of the Commonwealth of Virginia, those portions that are not ruled to be invalid shall continue in full force and effect.

Jurisdiction and venue

Any dispute between me and World Help or any World Help Party arising out of any event occurring during the Trip, or arising out of a dispute regarding this Agreement, shall be resolved under the law of the Commonwealth of Virginia, without regard to its conflicts of laws rules. Any judicial proceeding to resolve such a dispute shall be brought only in the General District Court or Circuit Court of the County of Bedford, Virginia. I waive any objection to either Court’s exercise of personal jurisdiction over me.

Copies

I agree that a photocopy or electronic copy of this Release and Waiver of Liability and Travel Code of Conduct Agreement shall be as valid as one with my original signature, and that any person may rely on such a copy.

IN WITNESS WHEREOF, I (we) declare that I am (we are) at least 18 years of age; that I am (we are) capable of making an informed decision; and that I (we) have knowingly and voluntarily signed the foregoing Release and Waiver of Liability, and Assumption of Risk, intending to give up my (our) rights as set forth above. I agree to the above policies and Travel Code of Conduct.

Participant Name: _____

Participant Signature: _____

If Participant is under age 18, a parent’s signature is required:

Parent Name: _____ Parent Signature: _____

State of _____

County/City of _____

Subscribed and sworn before me, this ____ day of _____, 20 ____.

Notary Public

My commission expires: _____.