

## ***Limitation of Liability & Waiver***

Art for Humanity, its owners, agents, employees, and affiliates ( collectively "AFH") expressly state that it is acting solely to provide guidance on non-profit activities in Honduras and is not responsible for making arrangements for each respective hotel, transportation company, nor it is an operator or supplier of travel services. AFH assumes no responsibility nor does it grant any warranties express or implied relating to the operation, safety, condition or service of any aircraft, motor vehicle, boat, other conveyance, inn, lodge, or hotel and/or products associated with such entities or services that are used wholly or in part by, for or on behalf of trip members.

AFH its agents, employees, officers and directors will not be responsible for any act, error, or omission nor for any injury, loss, accident, delay, inconvenience, irregularity, or damage which may be occasioned by any cause whatsoever, including acts of war, nature, civil disturbance, government restrictions, or failure of any means of conveyance to adhere to published schedule. AFH its agents, employees, officers and directors will not be responsible the cancellation of any activity, tours, treks, or expeditions due to acts of war, insurrection, strikes, acts of God, or any other cause beyond the control of AFH. AFH reserves the right to accept or reject any person as a trip member at any time.

**PARTICIPANT RESPONSIBILITY.** Trip members assume the responsibility and are solely responsible for selecting/designing a trip suitable to and appropriate for their health, their physical abilities and interests. Members are responsible for being in sufficiently good health to undertake their trip and may be required to obtain a physician's release to participate in the trip. Members are also responsible for studying all pre-departure information; for bringing all detailed equipment and clothing; for conforming to standards of personal hygiene to minimize the risk of traveler's disease as set by the trip leader; for acting in a manner considerate of fellow group members and the countries visited.

Art For Humanity does not provide insurance (health, life, travel, liability, etc). If trip members desire to have insurance coverage, it is the trip member's responsibility to obtain insurance coverage prior to volunteering. If you are traveling or volunteering with any activity related to Art For Humanity, it is your responsibility to provide insurance.

***Trip Member's Agreement Regarding Complete Assumption of Risk of Travel and Release of AFH, Inc. ("AFH") Liability.*** I acknowledge the risk and hazards of travel in remote areas where injury, delay, or unanticipated events may occur. By signing this statement I accept responsibility for my own welfare and waive any future claims against Glen Evans, The Leadership University of Honduras, Art For Humanity, its owners, agents, employees, officers, directors and affiliates or others associated with Art For Humanity for liability to the maximum extent permitted by law.

I acknowledge and agree that by participating in an AFH trip, tour, trek, expedition, or vacation, I am doing so willingly and of my own volition. I understand that travel to remote geographical destinations may entail risks (and rewards) above and beyond those encountered in travel to destinations in the industrialized world. By signing below, I unconditionally understand and agree to fully assume all of the risks inherent in travel to AFH destinations as such risks are described below. By signing below, I fully agree to release AFH from all liability in connection with my trip, tour, trek, expedition, vacation or any volunteering with AFH. I understand that I am undertaking travel to remote geographical areas located in lesser-developed countries where, among other things, a sense of urgency, attention to detail, standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, level of infrastructure development, telecommunications facilities, methods of conducting business, medical evacuation, etc., may be deemed unsatisfactory and/or not equivalent to those found in the industrialized nations. I also understand that the normal level of medical treatment and services, including the presence of a physician or any other trained medical professionals and/or the availability of prescription-type drugs, may not be available in a timely manner or may not be available at all. I am aware that travel within a group situation invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. I have been advised that my tour leader may be required to improvise and exercise his or her good-faith discretion and/or make decisions based upon the consensus of the group which may not please me personally but satisfy the larger desires of the group. I understand and accept these aspects of group travel. I accept that while traveling to AFH destinations the following situations may and oftentimes do occur: delay; partial or complete changes in timing or routing of itinerary; changes in announced trip leaders; changes in grades of lodging or camping accommodations; modes or quality of air, land, and/or sea transport. I understand that, to the extent, these situations are due to geographical, physical, governmental, or other restriction beyond the control of AFH, I agree and acknowledge that AFH may have to make last-minute decisions to address the changed circumstances. I agree to release AFH from any and all liability whatsoever in connection with such decisions, provided they are entered into at the time by AFH with a

good-faith business justification. I understand and agree that AFH does not guarantee strict and unwavering compliance with the itinerary or itineraries that have been furnished to me, and that these itineraries are subject to change. I am aware that travel may entail risks, including, but not limited to, the hazards of traveling in politically unstable areas, the perils of civil disturbances and war, the forces of nature, arbitrary or capricious itinerary changes mandated by governmental authorities or private concerns, and vehicular and other accidents, caused by acts either beyond the control of AFH or the negligent acts of third parties. I understand that AFH contracts with a network of business firms, governmental agencies, and individuals for field services. These businesses, firms, governmental agencies, and persons may include United States or foreign-based companies, subcontractors, business concerns, agents, employees, and associates (all of whom shall be referred to as "third parties").

If AFH contracts with third parties, AFH cannot fully supervise or guarantee the performance of such third parties due to a number of factors including but not limited to, their remote geographic locations, equipment substitution, lack of telecommunication facilities, time constraints, and governmental restrictions. I knowingly assume this risk and I fully release and hold harmless AFH from any and all liability for all of the acts or omissions of such third parties.

I FULLY UNDERSTAND, ASSUME AND ACKNOWLEDGE ALL OF THE ABOVE DESCRIBED RISKS AND RELEASE AFH FROM ANY AND ALL LIABILITY IN CONNECTION WITH THOSE RISKS.

I agree and it is my intention that this Complete Assumption of Risk of Travel and Release of AFH's liability shall be legally binding upon myself, all minors under the age of 18 traveling with me, my heirs, successors, assigns, and legal representatives. I acknowledge and agree that the cost associated with and acceptance of each of AFH's trips is contingent upon the Trip Participants executing this document. I have voluntarily agreed to participate in an AFH trip, and willingly execute this document.

I confirm that I have read, fully understand, and agree to all of the terms and conditions contained in the terms and conditions provided by AFH, especially noting the policies on cancellations, refunds, limitations of liability, participant responsibility, and airline responsibility. I agree that the cancellation policies expressed in the terms and conditions provided by AFH shall take precedence over and supersede any rights to refund mandated under the consumer protections laws of any state. I agree that in the unlikely event that a dispute of any kind arises between myself and AFH that dispute will be resolved by binding arbitration through the American Arbitration Association. Proper

venue for that arbitration is the Commonwealth of Virginia and the law of the Commonwealth of Virginia will govern all disputes. In any such arbitration the maximum amount of recovery to which I will be entitled will be the actual damages I have incurred which at no time shall exceed the full amount of the land and air cost of my trip with AFH. I agree to this limitation on damages. Furthermore, in the event of an arbitration resulting from a dispute between myself and AFH each party shall bear its own costs, including attorney's fees except that I agree to fully indemnify AFH for all of its costs (including attorney's fees) if I commence an action or claim against AFH based upon claims I have previously released or waived by signing this release. I agree that in the event any part or portion of this Agreement is found to be void or unenforceable, then such part or portion will be stricken but the rest of this document will be given full force and effect. I understand that this Agreement covers this trip and all future trips made on behalf of AFH.

Name of Applicant \_\_\_\_\_

Date \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

(In addition to the signature of the applicant, the signature of both parents or guardians is required if applicant is under 18 years of age.)