

This Agreement must be signed, and submitted **with the appropriate deposit** before each traveler can be accepted onto the expedition. Please read the contract carefully. This is a legal document. If you have any questions about this contract please reach out to [HELP@WHOlives.org](mailto:HELP@WHOlives.org)

You must be 18 years or older, unless accompanied by a parent/guardian, or have both parents sign the release form. By submitting this Agreement, you agree to the terms, conditions, and policies listed below and on all additional pages of this Agreement.

### **THIS IS A BINDING AGREEMENT – PLEASE READ ALL PAGES BEFORE SIGNING**

WHOlives 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 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. WHOlives 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. WHOlives 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>.

### **EXPEDITION TERMS & CONDITIONS**

#### **Registration, Deposit, Cost and Cancellation:**

A \$500 deposit is required at the time of Agreement to hold a space on an expedition (paid by check or online.) The balance of the expedition cost is due 30 days prior to departure. The cost of an expedition will vary depending on expedition length, activities, lodging, and location. The exact cost of a particular expedition will be listed on the travel schedule. These costs are the prices expected at time of departure and are subject to change without notice. While WHOlives 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 WHOlives and the expedition leader. Cancellation information is described further below.

#### **Items Not Included:**

Any expense of a personal nature is not included in expedition costs. This includes, but is not limited to: Vaccines, COVID testing, phone calls, laundry services, room service gratuities, and other special services. Any expense for excess baggage or porter services will be borne by the participant. Other costs not included are passports, travel

visas, airport taxes, immunizations, evacuation insurance, and meals as indicated in the proposed travel schedule. Alcoholic beverages are also not included. Any side trips planned by the participant will be entirely at their own expense. No refund will be made for accommodations or services, included in the expedition cost, not used by the participant.

### **Standards of Personal Conduct:**

All participants are considered ambassadors for our country, humanitarians in general, and for WHOlives. 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 country where we serve. Please do not bring donated items or gifts for villagers without first consulting with WHOlives as this can create problems in a village. Participants will be expected to abstain from tobacco, narcotics, non-prescription drugs, and alcohol intoxication. **WHOlives reserves the right to terminate a participant's involvement, without reimbursement, if there is failure to comply with these conditions.**

### **Prior To The Expedition:**

**Current Passport:** Each applicant must have a current passport that is valid for at least 6 MONTHS beyond the expedition travel dates (with 2 blank pages available). This applies to all US-issued passports traveling to most foreign countries. Travelers from other countries must research and understand their own passport rules. All participants will be responsible for their own documentation, including passports and tourist cards, while traveling in the country. It is recommended that participants also have photocopies of these documents.

**Visa Application:** Each applicant traveling to Kenya must acquire a tourist visa at the point of entry into Kenya. The current cost is \$51 and must be applied for online prior to travel. Travelers are responsible for obtaining their own visas and must provide a valid passport (see above) and completed visa application (available online).

**Health and Immunizations:** Each applicant is fully responsible for his/her health before, during, and after the expedition. Participants may be required to ride/sit for up to 14 hours in planes, cars/vans or buses. Car/Van trips are typically on unpaved and rough roads. Some walking is part of every excursion and may include trips of over 3 miles on uneven or steep terrain. People with neck, back or leg injuries or other limitations should consult with their personal physician prior to committing to the trip. Persons with disabilities or who require assistance to move about or travel under unimproved conditions must have written approval prior to commitment to the trip. WHOlives suggests starting immunizations long before the departure date since several immunizations are multiple dose vaccines. Testing for some diseases could be required after returning home. Yellow fever vaccine is recommended for Kenya. Please consult with an International Travel Office regarding required immunizations.

**Health and Evacuation Insurance:** Since expeditions can be physically challenging, WHOlives encourages a physical check-up before applying. WHOlives reserves the right (but is under no obligation) to evaluate health issues of applicants before accepting their application. Applicants with high blood pressure, heart disease, or physical impairment are responsible for obtaining prior approval from a physician to participate. Since expeditions take place in locations where medical services are often unavailable, WHOlives recommends that participants purchase emergency medical and evacuation insurance coverage of at least \$25,000.

### **Safety During the Expedition:**

Safety is always a concern when traveling and living in developing countries. The conditions of some countries may result in circumstances beyond the control of WHOlives. 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.

#### **Responsibility and Liability – Release and Waiver:**

Each participant agrees to release and hold harmless WHOlives and its officers, directors, and employees from all damages, personal injuries, death, and claims arising in connection with an expedition. In the event of cancellations and delays, WHOlives 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 WHOlives and its officers, directors, employees, and insurers arising out of any event occurring or alleged to have occurred during an expedition. 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 attorney's fees or other costs.

#### **Limitation of Damages:**

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

#### **Accommodations:**

WHOlives facilitates volunteer humanitarian expeditions in rural villages. Our expeditions are not tourist vacations. Participants should be physically and mentally prepared to face frustrating circumstances while traveling, working, and living in impoverished areas. Village access is often along unpaved roads or paths. Participants must expect the unexpected, be flexible and patient, and keep a sense of humor. In some rural areas, participants may 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 on 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, participants 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 Utah County, Utah.

**Pictures and images:**

During the course of the expedition you may be included in photographs or videos created by WHOlives or other expeditioners. By signing below, you hereby grant WHOlives permission to publish, modify, and use images or videos for commercial purposes.

“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” and “traveler” 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 participants without the prior written consent of WHOlives.

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 WHOlives are not binding on WHOlives unless a written amendment is signed by WHOlives and all participants listed on the front page, and such written amendment and signatures are attached as an addendum to this Agreement. WHOlives is a Utah nonprofit corporation.

By signing below, I acknowledge that I have read all pages contained in this Agreement and that I understand it, I have had an opportunity to consult with legal advisors, or parents in the case that I am a minor, 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 WHOlives, 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 WHOlives to use my image and likeness in all media formats without charge for promotional purposes.

\*Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

\*Parent or Guardian 1: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\*Parent or Guardian 1: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

***\*both parents or guardians must sign for travelers under the age of 18\****

### **Frequent Questions:**

#### ***What if I have to cancel?***

Once an expedition is paid in full, the expedition fee will be refundable based upon the following:

Over 60 days prior to departure: 100% of the amount paid is refundable or transferable to a future expedition.

30-59 days prior to departure: 80% of the amount paid is refundable or transferable to a future expedition.

Less than 30 days prior to departure: 50% of the amount paid is refundable or transferable to a future expedition. **In the event of a COVID 19 or other health related cancellation or delay 100% of each traveler's deposit will be refunded, minus any non refundable expenses paid by WHOlives on behalf of the traveler. These expenses may include hotel, ground transportation and pre-paid excursions. WHOlives will make every reasonable effort to limit the amount of non refundable expenses.**

Conditions in developing countries may result in the cancellation of an expedition. If WHOlives 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 under any circumstances.

### ***Where does my money go?***

Participants' donations are used to pay for hotel accommodations, ground transportation, food, excursions, tips, local tour guides, trip leadership and other trip related expenses including humanitarian activities digging water wells in remote communities.

### ***Is everything tax-deductible?***

WHOlives.org 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, excluding personal expenditures or unrelated to travel. 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.

### ***Should I purchase trip insurance?***

Because of the nature of international travel we strongly recommend travel / evacuation insurance. A couple of options are travel guard and squaremouth

### ***Can friends and family participate in fundraising activities for the humanitarian project?***

Yes. WHOlives will provide you with a link you can share on social media which will highlight projects we will be working on for each trip.