

Waiver

AGREEMENT CONCERNING PARTICIPATION IN AN ACTIVITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY

****PLEASE READ CAREFULLY****

HER INTERNATIONAL, a volunteer-based, not for profit society incorporated under the laws of British Columbia, and this society and its officers, directors, employees, Team Leaders, agents, supporters, and/or host partner organizations shall hereinafter be referred to as “HER INTERNATIONAL”. In a circumstance whereby the contents of this document are questioned, if there is any ambiguity in the interpretation of a provision of this agreement, the ambiguity shall be resolved with the interpretation most favourable to HER INTERNATIONAL’s legal or contractual interests. _____ (Participant Initial) _____ (Indemnifier Initial) I, _____(insert name of Participant), born _____(specify date of birth), now aged _____(specify current age) (the “ Participant”), desires to work or otherwise participate as a volunteer as part of an HER INTERNATIONAL work team on an HER INTERNATIONAL sponsored project which may include, but is not limited to travelling to and from other countries (including without limitation Nepal), travelling to and from other cities and towns, consuming food and living in accommodation available and provided in foreign countries, and participating in construction related activities on an HER INTERNATIONAL sponsored project (the “Activity”). HER INTERNATIONAL will make arrangements to provide the Participant with the opportunity to work with and learn from the local people with a team of volunteers in communities in the developing world. I agree to volunteer my time and talents to the best of my ability and to follow HER INTERNATIONAL guidelines and policies and the direction of HER INTERNATIONAL staff or persons put in a supervisory role at the Activity at all times when I do so. If I fail to follow HER INTERNATIONAL guidelines, policies, or directions, or if I should suffer some injury, illness, or other circumstance which in HER INTERNATIONAL’s opinion, renders my ability to continue to participate in the Activity desirable or prudent, then upon HER INTERNATIONAL’s request, I shall immediately cease my participation in the Activity and make immediate arrangements to return home at my own expense. _____ (Participant Initial) _____ (Indemnifier Initial)

I. Terms and Conditions

International Volunteer Experience (“IVE”)	The combined time, effort and financial contributions of a volunteer towards an HER INTERNATIONAL organized development project. The term “IVE” is synonymous with “Activity”.
Participant	The individual who will be contributing their volunteer time, effort and financial contribution to a specified HER INTERNATIONAL organized volunteer experience.
Donation	Any charitable payment made to HER INTERNATIONAL.
Contribution	A donation made to HER INTERNATIONAL towards a Participants “Total IVE Cost”.
Program Contribution	A \$500 non-refundable contribution for the purpose of supporting the applicable sustainable development project.
In-Country Costs	The applicable contribution amount required to cover the in-country cost of food, accommodation, and transport expenses.

Total IVE Cost	The sum of the Program, Project and In-Country cost and does not include airfare at any time.
Project	A development project conducted by HER INTERNATIONAL or in partnership with an affiliated host partner or non-profit organization.
Airfare	The participant’s flight booking and payment are the sole responsibility of the participant. This cost is not part of the Total IVE Cost.
Lowest Reasonable Expense	The lesser cost of all viable options as determined by HER INTERNATIONAL.

II. Participant Eligibility and Indemnifier for Young Person

Minimum age – The minimum age to participate on an IVE is 16 years old provided the person is accompanied by a responsible legal guardian. The minimum age to participate on an IVE unaccompanied by a parent or guardian is 19 years old. No Participants under 19 years of age or younger not accompanied by a parent or legal guardian must be approved by both the Team Leader and HER INTERNATIONAL. Any Participant under 19 years of age must provide a signed letter from his/her parent or legal guardian permitting the Participant to travel as an HER INTERNATIONAL Participant and to participate in all activities of the IVE. The Participant is advised to have a notarized letter from his/her parent or guardian and to retain a copy for his/her travels. _____ (Participant Initial) _____ (Indemnifier Initial)

INDEMNIFIER

If the Participant is under the age of 19 years (a “Young Person”), HER INTERNATIONAL will only allow the Young Person to participate in the Activity if the Indemnifier, namely _____ (name of Indemnifier) who is related to the Participant as follows: _____ (specify relationship to the Young Person). As an inducement to and condition of HER INTERNATIONAL allowing the Young Person to participate in the Activity, and in consideration for HER INTERNATIONAL allowing the Young Person to participate in the Activity, which I acknowledge is full and adequate benefit or consideration received by the Indemnifier for providing this indemnity, I _____ (insert name of Indemnifier) agree to indemnify and save HER INTERNATIONAL and its officers, directors, employees, agents, and representatives (collectively and severally referred to in this indemnity as “HER INTERNATIONAL”) harmless with respect to any and all property loss, personal injury, death, and other loss or damage of any nature or kind whatsoever suffered by the Young Person or by HER INTERNATIONAL, or both, as a result of (a) the Young Person participating in the Activity or (b) the Young Person breaching any of the terms and conditions upon which the Young person is permitted to participate in the Activity. If such Young Person suffers loss or damage and seeks damages or another remedy of any nature of kind against HER INTERNATIONAL and the Young Person receives an award or compensation for any reason, then I agree to fully indemnify and save HER INTERNATIONAL harmless with respect to such award, including all actual legal costs on a solicitor and own client basis incurred by HER INTERNATIONAL to defend or respond any claim or law suit commenced by the Young Person or on the Young Person’s behalf in relation thereto, regardless of the finding of any fault on the part of HER INTERNATIONAL in any proceeding.

_____ (Participant Initial) _____ (Indemnifier Initial)

III. IVE Payments and Payment Deadlines

Volunteer contribution payment policies – A \$500 non-refundable Program Contribution, which is applied toward the Total IVE Cost, is due with your application. The balance owing of the Total IVE Cost is due September 1, 2024.

The total combined cost of the \$400 Project Contribution and \$2,300 In-Country Cost covers: direct project donation; program costs; and in-country costs (i.e.: travel destination) of accommodations, most meals, and in-country ground transportation except those expenses incurred during free time. I am responsible for any additional costs I may incur during free or personal time, or for activities that are outside the IVE. HER INTERNATIONAL is not responsible for acts or failures of anyone who provides services to me in connection with its volunteer opportunity. For example, HER INTERNATIONAL is not responsible for any costs I may incur due to delays or problems caused by any travel agent, airline, hotel, foreign government, or the Canadian government.

Payment Deadlines

First Payment – The \$500 deposit is due with a Participant’s application to confirm his/her registration with a specified IVE. An application is not complete and the Participant’s space cannot be confirmed until the deposit is complete

Final payment – The balance owing for the Participant’s Total IVE Cost is by September 1, 2024. This includes the \$400 Project Contribution and the \$2,300 owing for In-Country Costs. The Participant’s inability to pay the amount required to cover his/her Total IVE Cost in a timely manner will negate his/her eligibility to participate. Failure to meet these payment deadlines will result in IVE cancellation.

The following items are included as part of the Total IVE Cost for typical “Short-term” IVE’s:

Transportation Arrangements all at the Participant’s own risk:

- Daily transport to and from the Project site.
 - Group ground transfer from the in-country airport (at the final destination) to the Project site upon arrival.
 - Group ground transfer from the Project site to the departure airport upon completion of Project.
- Participants with deviated travel itineraries are responsible for any costs incurred. HER INTERNATIONAL may assist in arranging deviated travel needs.

_____ (Participant Initial) _____ (Indemnifier Initial)

Accommodations used at the Participant’s own risk:

- The Participant’s accommodations for the nights specifically associated with the IVE at HER INTERNATIONAL approved accommodation sites; however, by such approval, HER INTERNATIONAL is not warranting or representing that such accommodation will be up to Canadian or Western standards or be considered reasonable, or adequate by the Participant, or safe.
- Accommodations are based on double occupancy. Additional costs may apply if the Participant request and/or requires single occupancy accommodations. Unless explicitly requested by a Participant, HER INTERNATIONAL will arrange for double occupancy accommodations. HER INTERNATIONAL cannot guarantee single occupancy.

_____ (Participant Initial) _____ (Indemnifier Initial)

Food

- Included are the costs for breakfast, lunch and dinner consumed in-country during the days specifically associated with the IVE. Participants typically eat in a group, but if a Participant is ill and cannot join the group for good reason (determined at the Team Leader’s discretion) the Team Leader may issue the Participant a meal allowance in local cash currency. Otherwise the cost for in-country meals consumed apart from the team cannot be reimbursed. The cost of snacks and alcohol is not included. Team Leaders administer a food budget in-country and may indicate the individual meal allowance when ordering in restaurants. Extra meal costs that exceed this meal allowance are paid for directly by the Participant.
- The Participant acknowledges that the Activity will be in a foreign country, and there is always a risk that food consumed by the Participant may include ingredients or pathogens which are not familiar to the Participant’s digestive system which may react negatively or poorly to the consumption of such food, and that consequently, the Participant may become ill and require medical treatment which may or may not be readily available.

_____ (Participant Initial) _____ (Indemnifier Initial)

Water:

- Water is provided at meals and the worksite, and although efforts will be made to ensure water will be safe for the Participant to drink, the Participant acknowledges that the Activity will be in a foreign country, and there is always a risk that water may not be potable by western standards or that the Participant’s digestive system will react negatively to the consumption of water in the place of the Activity and that consequently, the Participant may become ill as a result and require medical treatment.

_____ (Participant Initial) _____ (Indemnifier Initial)

IV. Additional Cost and Considerations

Insurance and Preparation – I am responsible for my own emergency medical care and accommodation if required. I agree to purchase or otherwise arrange emergency medical insurance and that trip cancellation insurance is highly recommended by HER INTERNATIONAL. It is my responsibility to ensure I possess this insurance.

_____ (Participant Initial) _____ (Indemnifier Initial)

I must have a valid passport, destination country visa (if necessary) and recommended vaccinations. I am also responsible for all costs incurred for the required documents or vaccinations.

_____ (Participant Initial) _____ (Indemnifier Initial)

Flights – I must coordinate my own flight arrangements. I understand that Airfare is not included in the Total IVE Cost and is my sole responsibility. Any costs incurred in transit to the host country and or Project community are not included. For example, overnight accommodations due to flight arrangements, meals and beverages.

_____ (Participant Initial) _____ (Indemnifier Initial)

V. Cancellation & Refunds

Cancellation and refund – If I cancel my IVE for any reason I must notify HER INTERNATIONAL in writing. If I cancel, all Contributions to my IVE are non-refundable. HER INTERNATIONAL will not refund because of my inability to participate according to the scheduled itinerary.

HER INTERNATIONAL may cancel any IVE at any time and may reject an application any time before departure. If HER INTERNATIONAL cancels an IVE, then all Contributions will be fully refunded.

Cancellation Refund Policy – Only in the event a Participant cannot participate due to extenuating circumstances as determined by HER INTERNATIONAL the net amount paid towards the Participant’s Total IVE Cost, less any applicable cancellation costs, can be transferred towards any IVE that departs within one year of the departure date of the participant’s original trip. This amount must be applied to the Total IVE Cost of any Participant who is not already registered for the applicable IVE. A commitment to a future IVE is required within 30 days of the time of withdrawal and if an application is not completed within this time, the net transferable amount will be re-allocated for charitable purposes. If the recipient of the transferred amount cannot participate or must cancel, no further transfers are possible and funds will be re-allocated towards charitable purposes.

HER INTERNATIONAL may cancel an IVE at any time because of acts of war, terrorism, acts of God, or unforeseen circumstances whereby the Participant’s safety and well-being could be jeopardized or the project becomes unworkable. HER INTERNATIONAL also reserves the right to cancel if a minimum of four people have not registered for an IVE within 90 (ninety) days of departure. If HER INTERNATIONAL cancels an IVE the Total IVE Cost will be fully refunded.

VI. IVE Payment Methods

Acceptable Payment Methods include:

- Cheque – Cheques shall be made out to HER INTERNATIONAL
- Electronic Funds Transfer - Send to info@herinternational.org
- Credit card – Visa and MasterCard are the only credit cards accepted. All credit card transactions must be authorized by the card holder. To process a credit card the following is required:
 1. The card holder’s name as it appears on the card.
 2. The card’s expiry date
 3. The 16 digit card number and the 3 digit security code found on the back of the card.
 4. Verbal authorization of the card holder if the Participant is not the card holder.

Credit card authorization – If applicable, I authorize HER INTERNATIONAL to automatically charge the applicable amount to my credit card at the applicable time according to the information I have provided on my Volunteer Application and or booking form.

IX. Travel Arrangements Policy

I am aware that HER INTERNATIONAL shares personal information from the Volunteer Application, excluding financial information, with HER INTERNATIONAL’s travel partner and I consent to HER INTERNATIONAL using and releasing my personal information to third parties as HER INTERNATIONAL may require to accommodate my participation in the Activity.

_____ (Participant Initial) _____ (Indemnifier Initial)

Travel Deviations – Although I may decide to depart prior to my time on the Project, I agree to participate in a pre-project orientation session. I will inform HER INTERNATIONAL of my travel plans to ensure my arrival and departure is understood. If my arrival or departure travel schedule deviates from Project schedule group activity I will be responsible for any additional costs/arrangements for transportation to the work site and will try to coordinate my schedule with the rest of the group.

_____ (Participant Initial) _____ (Indemnifier Initial)

Travel Itinerary – HER INTERNATIONAL requires that all Participants arrive at the designated airport by the scheduled IVE arrival date and I am fully responsible for all consequences if I fail to do so.

_____ (Participant Initial) _____ (Indemnifier Initial)

Flights – All flight arrangements, including payments and insurance, are the sole responsibility of the participant.

_____ (Participant Initial) _____ (Indemnifier Initial)

X. IVE In-Country Rules and Law

I agree to follow rules and laws – I will be a respectful guest in the host country and Participant in the HER INTERNATIONAL organized IVE. I agree to follow all applicable rules, policies and guidelines of HER INTERNATIONAL and the host, and the laws of the country and community.

_____ (Participant Initial) _____ (Indemnifier Initial)

If I do not follow all rules, laws, policies, and guidelines, the HER INTERNATIONAL Team Leader has the authority but not the obligation to ask me to leave the team anytime during the duration of the IVE. If I am asked to leave, I agree to leave immediately. HER INTERNATIONAL will bear the cost to transport me to the scheduled point of departure, however all other costs incurred by me will be my responsibility.

_____ (Participant Initial) _____ (Indemnifier Initial)

If I do not follow all rules and laws of the host country, I will be legally responsible for all consequences of such behaviour according to the laws of the host country, which I acknowledge will likely be very different and harsh compared to Canadian Law. I am responsible for knowing the laws of the host country. HER INTERNATIONAL is not responsible for my actions, possible incarceration or legal issues. All costs incurred by me to address them will be my responsibility.

_____ (Participant Initial) _____ (Indemnifier Initial)

XI. Release and Indemnity

I am aware that the HER INTERNATIONAL work team trip to Nepal (the “Activity”) involves many inherent risk, dangers and hazards, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, tool use, travel to and from the Activity, mountain roads and trails, flights, inclement or extreme weather conditions, earthquake, monsoon or heavy rain, cold windy or otherwise harsh weather, snow slide, rock fall, landslide, equipment failure, tripping, stumbling, falling, heat or cold related illnesses, exposure to the elements, travel in remote areas with poor or no access to emergency and/or medical services, limitations of

my own physical condition, and the physical exertion associated with the Activity, inherent risk in consuming local foods and beverages, and living in local accommodations available in the country, risk of terrorism, war, insurrection, civil disobedience, riot, criminal activity, and/or other circumstances that could threaten my safety or health (which is hereinafter collectively and individually referred to herein as the "RISKS, DANGERS, and HAZARDS").

_____ (Participant Initial) _____ (Indemnifier Initial)

I ALSO UNDERSTAND that in order to protect its employees and Participants in all countries around the world, it is HER INTERNATIONAL policy that it will not pay ransom or make any other payments in order to secure the release of hostages.

_____ (Participant Initial) _____ (Indemnifier Initial)

I FREELY ACCEPT AND ASSUME all such RISKS, DANGERS, and HAZARDS, and the possibility of personal injury, death, property damage or loss, resulting from such RISKS, DANGERS, and HAZARDS.

_____ (Participant Initial) _____ (Indemnifier Initial)

My participation in this Activity is purely voluntary, and I elect to participate in spite of the RISKS, DANGERS, and HAZARDS. As an inducement and condition of my participation in the Activity, I also hereby agree as follows:

1. TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS involved in participating in the Activity.
2. TO WAIVE ANY AND ALL CLAIMS that I may have against HER INTERNATIONAL if I am injured or suffer loss or damage of any nature or kind arising from my participating in the Activity, or otherwise.
3. TO RELEASE HER INTERNATIONAL from any and all liability for any loss, damage, injury or expense of any nature or kind whatsoever, which I, or my next of kin, may suffer or incur as a result of my participating in the Activity, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS OR OTHERWISE ON THE PART OF HER INTERNATIONAL and its organizers, and volunteers.
4. TO HOLD INDEMNIFY AND HOLD HER INTERNATIONAL HARMLESS from any and all liability for property damage, personal injury or death of any nature or kind whatsoever suffered by myself or a third party as a result of (a) my participating in the Activity and/or (b) my breach of the terms and conditions upon which I am permitted to participate in the Activity.
5. THAT I AM SOLELY RESPONSIBLE for my own health, medical and disability insurance coverage while participating in the Activity and acknowledge that HER INTERNATIONAL will not carry or maintain any such insurance coverage for me. It is my sole responsibility to take all appropriate medical advice prior to departure and to determine whether or not I am fit enough to go on this activity.
6. TO RELEASE HER INTERNATIONAL from any claim whatsoever which arises or may hereafter arise on account of any first aid, medical treatment or other services rendered to me by or on behalf of HER INTERNATIONAL ("Treatment"), and to indemnify HER INTERNATIONAL for any cost or expense incurred by HER INTERNATIONAL and its volunteers or organizers to facilitate my Treatment.
7. TO GRANT and CONVEY to HER INTERNATIONAL all right, title and interest in any and all photographic images and video or audio recordings made by HER INTERNATIONAL during my participation in the Activity, including, but not limited to any royalties, proceeds or other benefits derived from such photographs or recordings, and to release any claim of privacy or copyright which I might otherwise claim to the same.
8. TO OBEY any direction, guidelines, rules, terms or conditions established by HER INTERNATIONAL in respect of the Activity, if any.
9. THAT THIS AGREEMENT shall be interpreted in accordance with the laws of the Province of British Columbia, Canada and the releases and waivers set out in this agreement are intended to be as broad and

inclusive as permitted by the laws of the Province of British Columbia and the Courts of British Columbia shall have exclusive jurisdiction to address matters concerning my participation if the Activity and this Agreement.

10. If any covenant, term, or provision of this Agreement is found to be illegal or unenforceable, the same shall be severable from the remainder which shall remain enforceable to the full extent possible.

(Complete para 11 if Applicable)

11. THAT THIS AGREEMENT shall be effective and binding upon myself and my heirs, successors, executors, administrators, successors, and assigns, and that it is also made for the benefit of HER INTERNATIONAL and all of its employees, officers, directors, agents.

(I have read and agree to all of the above points)

_____ (Participant Initial) _____ (Indemnifier Initial)

THIS AGREEMENT AFFECTS MY LEGAL RIGHTS, and:

I have had time to read this Agreement and I have read it before signing it _____ (Participant Initial) _____ (Indemnifier Initial);

I understand this Agreement _____ (Participant Initial) _____ (Indemnifier Initial);

I sign this Agreement voluntarily and I am not relying on any promises or assurances by HER INTERNATIONAL which are not contained in this Agreement _____ (Participant Initial) _____ (Indemnifier Initial);

HER INTERNATIONAL is relying on my agreement to all of the foregoing to allow my participation in the Activity _____ (Participant Initial) _____ (Indemnifier Initial);

HER INTERNATIONAL is a volunteer organization that is not making money from my participation in the Activity _____ (Participant Initial) _____ (Indemnifier Initial).

Destination Country: **Nepal**

Project: **November 6, 2024 - November 20, 2024**

Signed this _____ day of _____, 2024

In the presence of:

Participant's name (Please Print)

Witness signature

Participant's signature