



THE HOPE OF AFRICA

Waiver of Claim and Indemnity

(To be filled out by participants age 18 and over)

WARNING: THIS DOCUMENT AFFECTS LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE, AND CREATES LEGAL RESPONSIBILITIES. PLEASE READ CAREFULLY.

TO: THE HOPE OF AFRICA, Inc.

In consideration of The Hope of Africa, Inc. accepting my application for, and allowing me to participate in, an excursion to _____ being organized by The Hope of Africa, Inc., and which is expected to begin on _____, I, _____ (*full name*), agree to the terms of this Assumption of Risk, Indemnity, Waiver of Claim and Release (collectively the "Agreement"). In particular:

1. ASSUMPTION OF RISK

I ACKNOWLEDGE AND AGREE THAT participation in the Excursion involves potential dangers, risks and hazards (the "Risks") that include, but are not limited to:

- a) death or injury occurring through vehicle accidents during transportation between various communities
- b) death or injury due to activities related to construction work or other community development activity
- c) death or injury due to the handling and usage of equipment and supplies
- d) death, injury or illness from consumption of unsanitary food and water
- e) death or illness due to the contraction of a communicable disease
- f) death, injury, kidnapping or personal loss incurred as a result of political instability, criminal violation, and hostile environments
- g) death, injury or personal loss incurred as a result of a hurricane, volcanic eruption, an earthquake or other type of natural disaster

I FURTHER ACKNOWLEDGE AND AGREE THAT my participation in the Excursion is entirely at my own risk and that I freely accept all the inherent risks of participating in the Excursion and the possibility of personal injury, death, kidnapping, property damage and loss resulting therefrom.

I FURTHER ACKNOWLEDGE AND AGREE THAT The Hope of Africa, Inc.'s acceptance of my involvement as a participant in the Excursion does not and will not make me an agent, contractor or employee of The Hope of Africa, Inc. and The Hope of Africa, Inc. will not be obliged to assume any responsibility for my welfare in the event of my detention by lawful or unlawful means and that The Hope of Africa, Inc. will not submit to any form of extortion to obtain my release or otherwise ensure or protect my safety or well being if I am taken hostage or otherwise victimized during the Excursion.

2. RELEASE AND WAIVER OF CLAIM

I WAIVE ANY AND ALL claims I may now, and in the future, have against, and release and discharge from all liability, and agree not to sue, The Hope of Africa, Inc., its members, directors, officers, employees, volunteers, agents, representatives, and each of them and their respective agents, executives, administrators, representatives, heirs, successors and assigns (the "Releasees"), with respect to any and all liability, costs (including legal costs), claims, damages, demands, actions and causes of action of whatever kind which might arise from or in connection with my participation in the Excursion including, without limitation, any personal injury, illness, death, kidnapping, property damage, or financial loss or other loss suffered by me or any other family members or dependants, arising, directly or indirectly, from my participation in the Excursion, whether foreseen or unforeseen and regardless of the cause thereof including, without limitation, negligence or partial negligence on the part of the Releasees or any of them but excluding willful misconduct.

I FURTHER ACKNOWLEDGE AND AGREE that The Hope of Africa, Inc., without limitation, may use, publish, reproduce, broadcast, transmit, televise, record, sell, distribute and display any written accounts or depictions, motion and/or still pictures or other materials in which I may appear or be mentioned or included, in regard to the Excursion and I waive and release any right or claim I may have to receive any compensation or reimbursement in regard to any of the foregoing, whether I was involved in the creation or production of any of such and regardless of whether any obligation arises under or by virtue of statute or otherwise.

3. INDEMNITY

I AGREE to hold harmless and to indemnify the Releasees for any and all claims made against any of the Releasees by any person, including any claim or action by or on behalf of my spouse or dependants, for damages suffered or costs incurred arising out of or related to any aspect of my participation in the Excursion, including, without limitation, any of the matters described or contemplated in Clause 2 hereof.

4. UNDERSTANDING

I DECLARE that I have had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement, that I fully understand the terms of this Agreement and that I have not been influenced by any representations or statements made by or on behalf of The Hope of Africa, Inc. not recorded in this document.

I CONFIRM THAT I am the full age of 18 years and I have read and understood the Agreement prior to signing it and I agree that the Agreement will be binding upon my heirs, next-of-kin, executors, administrators and successors. I am aware that by signing this Agreement I am releasing and waiving certain legal rights, including the right to sue and to be awarded potentially substantial damages, which I or my heirs, next-of-kin, executors, administrators and assigns have or may have against the Releasees.

5. COMPLETE AGREEMENT

I UNDERSTAND AND AGREE that this Agreement contains the entire agreement between The Hope of Africa, Inc. and me and that the terms of this Agreement are contractual and not merely a recital.

DATED at _____ (*time*), this _____ day of _____, 20____.

Witness

Participant