



AMERICAN FOUNDATION
for CHILDREN with AIDS

Vacation with a Purpose and Climb UP So Kids Can Grow UP

Release and Waiver of Liability

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT
THAT AFFECTS YOUR LEGAL RIGHTS**

IMPORTANT: *Each participant must sign this “Release and Waiver of Liability” before being allowed to participate on an American Foundation for Children with AIDS trip. Please fill this out completely with the required information in all blanks provided. Please be sure that you read and understand the terms and conditions set forth below before signing this acknowledgement form.*

This Release and Waiver of Liability (the “Release”) is executed by _____ (the “Participant”) on the date indicated with the Participant’s signature below, and in effect for one full calendar year from this date, in favor of AMERICAN FOUNDATION FOR CHILDREN WITH AIDS, a nonprofit corporation organized and existing under the laws of the State of Pennsylvania, USA, its affiliated organizations in other nations, its directors, officers, employees, advisors, team leaders, and agents (collectively, “AFCA”).

I, the Participant, desire to participate on an AFCA trip team and engage in the activities related to being a Participant on that team. I understand that the activities may include but are not limited to: traveling to and from other countries, traveling to and from other cities and towns, consuming food prepared locally and living in basic accommodations. There may also be strenuous physical activities and period of times at high altitude. For any trip with a volunteer component, activities may also include constructing and rehabilitating residential, community, medical and / or school buildings, volunteering at a medical facility, orphanage and / or school, hiking and / or climbing activities and other activities related to AFCA’s mission.

I, the Participant, hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release. I, the Participant, release and forever discharge and hold harmless AFCA and their successors and assigns from any and all liability, claims, and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my activities with AFCA, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of AFCA or of other volunteers

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the volunteer activities. I also understand that AFCA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, disability or emergency evacuation insurance, in the event of injury, illness, death or property damage (see insurance requirements below).

2. Insurance. I, the Participant, understand that AFCA does not carry or maintain health, medical, disability or emergency evacuation insurance coverage for any Participant. I acknowledge that I am responsible for procuring health, medical, disability insurance and emergency evacuation insurance for myself and will provide proof of insurance on request. AFCA makes no representations as to whether your own personal health insurance policy would cover any expenses incurred while on this trip. The Participant should determine this before leaving on the trip and carry appropriate insurance information.

3. Medical Treatment. I hereby release and forever discharge AFCA from any claim whatsoever which arises or may hereafter arise on account of any first-aid, medical treatment, or other services rendered in connection with my work with AFCA.

4. Assumption of the Risk. I recognize and understand that my time with AFCA may include activities that are inherently hazardous, including, but not limited to: construction activities, loading and unloading of heavy equipment and materials, local travel to and from the work sites. Activities may also include exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency. Some trips may include strenuous hiking and/or climbing at high altitude. hiking and / or climbing on difficult trails, often in remote areas, and spending time at high altitude. I also understand that there is some inherent risk in consuming local foods and living in local accommodations available in the country(ies) visited. I further understand that I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activity, inclement weather, or other circumstance that could threaten my safety or health.

5. Hostages. I, the Participant, understand that, it is AFCA's policy that it will not pay ransom or make any other payments in order to secure the release of hostages.

6. Photographic Release. I, the Participant, grant and convey unto AFCA all right, title, and interest in any and all photographic images and video or audio recordings of or including my image or voice, made by AFCA during my activities with AFCA, including, but not limited to, any right to use such photographs or recordings for any purpose, and to any royalties, proceeds, or other benefits derived from them.

7. Other. I, the Participant, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Pennsylvania in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I hereby expressly and specifically assume the risk of injury or harm in these activities and release AFCA from all liability for injury, illness, death, or property damage resulting from the activities of my time with AFCA.
To express my understanding of this release, I sign here with a witness.

Participant:

Name: _____ Signature: _____

Address: _____

Phone (H): _____ Phone (C): _____

Email: _____ Date: _____

Witness:

Name: _____ Signature: _____

Address: _____

Phone (H): _____ Phone (W): _____

Email: _____ Date: _____