

Genesis Expeditions/Diez, A.C.
“Helping Hands” Volunteer Agreement and Release Form

THIS AGREEMENT AND RELEASE is between

_____ (“Volunteer”) and Genesis Expeditions/Diez, A.C (Genesis). This Agreement and Release is entered into in connection with the placements offered by Genesis under which Genesis provides the opportunity for volunteers to participate in providing educational enhancements and enrichments in locations outside of the United States. Volunteer (18 or older) enters this Agreement and Release in consideration for being able to participate in a Genesis placement.

Note: This document is a legally binding release, which, in certain situations, will reduce or eliminate the legal rights and legal recourse of Volunteer.

1. Financial:

Volunteer has agreed to support their personal needs and obligations in consideration of Genesis providing the initial arrangements and opportunity for Volunteer to participate in providing educational enhancements and enrichments as well as in consideration of Genesis providing placement and other services for Volunteer. A \$250 non-refundable deposit is due with this Agreement and Release, payable by check. All completed registration forms are due 90 days prior to the date that Volunteer is scheduled to arrive at the location designated by Genesis as the start location (the “scheduled arrival date”). Registration forms received less than 90 days prior to the scheduled arrival date will be accepted only upon review and subsequent approval of Genesis.

2. Donations:

At times, organizations or individuals may donate to Genesis for the express purpose of paying some or all of the costs of Volunteer’s placement. Any such donations made towards placement fees are non-refundable. If Volunteer does not participate in the placement for any reason, unused donations, if any, will be deposited for the benefit of Genesis educational enhancement and enrichment materials.

3. Responsibility:

The placement fee covers only the administrative expenses for placement arrangements. Beyond previously stated personal needs and obligations, Volunteer is responsible for 1) travel to and from the start location, 2) any additional costs incurred during free-time, personal time or on activities which are outside Volunteer’s placement, and 3) any costs incurred should Volunteer chose to remain past the time scheduled for Volunteer’s placement.

During Volunteer’s placement, Genesis may arrange with third parties for goods or services requested and/or needed by Volunteer. These goods and services will be the responsibility of Volunteer. Genesis, however, is not responsible for the acts or failures of anyone who provides goods and services during Volunteer’s participation with Genesis placement. And, Genesis is not responsible for any costs or loss that Volunteer

may incur because of delays or losses caused by any airline, transportation rental company, travel agent, hotel, restaurant, medical facility or other organizations or individuals providing goods and services, regardless of who arranged or paid for such goods and services. In addition, Genesis is not responsible for any costs or loss that Volunteer may incur because of any act or failure to act by any governmental entity, including any delay or change of travel plans caused by any action by any governmental entity.

4. Cancellation:

Genesis reserves the right, in its sole discretion, to reject an individual at any time prior to departure, or to cancel the Genesis placement in which Volunteer is scheduled to participate. In the unlikely event of such a cancellation, or if Volunteer has been rejected, the total amount paid to Genesis will be refunded. Other than such refund, Genesis will not be responsible to Volunteer for any other refund, costs, interest, liability or damages of any kind.

If Volunteer cancels for any reason, Volunteer must notify Genesis in writing. The cancellation will be effective upon receipt of the writing by Genesis in its offices in San Diego, California. Genesis incurs administrative and planning costs prior to the departure of Volunteer. Therefore, regrettably, if Volunteer cancels his or her participation in the Genesis placement, funds paid by Volunteer to Genesis can be refunded only as set forth herein. The \$250 non-refundable deposit will not be refunded. Volunteer, however, may apply the \$250 deposit to another Genesis placement scheduled within 12 months of the scheduled arrival date, subject to availability. If the cancellation is effective between 90 days and 61 days prior to the scheduled arrival date, only \$125 can be applied towards another placement within the 12-month period stated above. If the cancellation is effective between 60 and 31 days prior to the scheduled arrival date, only \$75 can be applied towards another placement within the 12-month period stated above. If the cancellation is effective within 30 days prior to the scheduled arrival date, no portion of the non-refundable \$250 can be applied to another placement within 12 months of the scheduled arrival date. Furthermore, no refunds will be made because of Volunteer's failure or inability to participate in the Genesis placement.

As pointed out, Volunteer is responsible for transportation to the start location. Volunteer is solely responsible for any airfare or other travel fees, charges, expenses or penalties, that might result from any cancellation of or change in Volunteer's program, whether Volunteer cancels the program or it is cancelled or altered by Genesis.

It is very important that Volunteer understands the cancellation policy. If it is not clear, Volunteer should ask for clarification. Genesis cannot make exceptions to this cancellation policy for any reason, including medical emergencies. Genesis strongly urges Volunteer to purchase trip cancellation insurance.

5. Acknowledgment:

Under the placement, Volunteer will participate in activities that may be outside of the United States. The locations of Genesis programs in Mexico are referred to as within a developing country and the conditions may be difficult. Volunteer may be called upon to exercise extra care for his or her own person and belongings. Volunteer has informed himself or herself of the conditions in Mexico and locations where Volunteer will be during Volunteer's participation in the Genesis placement and has also consulted with appropriate medical personnel and has determined that his or her health is adequate to participate safely in Volunteer's placement.

Volunteer understands that Genesis is a charitable non-profit organization and recognizes that participation in the program is voluntary. Volunteer recognizes that there are inherent risks that Volunteer must assume when he or she participates in a placement that provides the opportunity to participate in providing educational assistance in Mexico. Volunteer recognizes that Genesis does not assume any responsibility for injury, sickness, personal health, or death, or loss or damage to property while Volunteer is participating in a Genesis placement. Volunteer acknowledges that in the course of Volunteer's participation in a Genesis placement, including travel to, from and during the placement, Volunteer may encounter difficult conditions and may be subjected to hazards and risks, foreseen and unforeseen. These hazards and risks may be caused or alleged to be caused by a variety of difficulties of travel or residing in locations away from Volunteer's residence or by individuals either affiliated with or not affiliated with Genesis.

By signing below, Volunteer agrees that he or she has read and understands that Volunteer's participation in a Genesis placement involves hazards and risks, foreseen and unforeseen, and that Volunteer is prepared to accept those risks. Accordingly, Volunteer hereby releases Genesis (including all of its personnel, agents, affiliates, staff and directors) from any and all liabilities for claims of any type or description, including those with respect to any injury or losses, including personal injury, sickness, disease, or death or damage to person or property. This release does not apply to liabilities arising from gross negligence or wanton or reckless conduct by Genesis or its representatives. Apart from that exception, this release applies to any and all liability for claims, of any type or description, whether arising from ordinary negligence or otherwise, and whether involving fees, expenses, or damages of any kind, of Volunteer or the estate of Volunteer. In the event that some other person or entity seeks compensation for claims as to which Volunteer has released Genesis from liability by executing this Agreement and Release, Volunteer or his or her estate will indemnify and hold harmless Genesis for all sums reasonably incurred in response to such claims.

6. Status:

Volunteer acknowledges that he or she is not an employee of Genesis and waives all claims and rights that Volunteer might otherwise have as an employee of Genesis.

7. Compliance:

Volunteer will be the guest of the local community, placement site and Genesis. Volunteer agrees to follow all applicable rules, policies and guidelines of Genesis and Volunteer's placement site. And, to abide by the laws and regulations of the local country and community and of the United States of America and the State of California, and to behave in a manner that is appropriate in the local community.

If Volunteer does not comply, at all times, with all laws and regulations and all rules, policies, and guidelines, referred to above, or does not act appropriately, or the local personnel of Genesis become concerned that, as a result of Volunteer's physical health or mental condition, it may not be in the best interest of Volunteer to continue to participate in the Genesis placement, Genesis, in its sole discretion, has the authority to require Volunteer to leave the local country or community immediately. Genesis personnel have Volunteer's permission to discuss Volunteer's situation, including Volunteer's health, physical or mental condition, with any lay or professional person deemed necessary and to release any information concerning Volunteer to such person, whom Genesis, in its sole discretion, believes would be advantageous or helpful to deal

with any concerns that Genesis personnel may have and/or to determine whether Volunteer should remain in the local country or community. If Volunteer is required to leave the local country and community there will be no refund of the placement fee and Volunteer will be responsible for all costs incurred as a result of being required to leave the local country and community.

8. Medical:

Volunteer is required to provide health and medical insurance coverage that covers illness and injury to Volunteer during Volunteer's participation in the Genesis placement. Insurance coverage must include evacuation insurance for transport to adequate health care facilities and/or Volunteer's home, if necessary.

Should any medical emergency arise which precludes Volunteer's ability to consent to emergency treatment when such authorization is required, Genesis will endeavor to communicate with the person previously designated by Volunteer to request permission for any necessary treatment. If Genesis personnel believe, in their sole discretion, that time or circumstances do not permit such communication, Volunteer authorizes Genesis to consent on his or her behalf to any medical treatment, including all types of medical examinations, diagnosis, medication, treatment, or physician or hospital care, that is deemed advisable by, and is to be rendered under the general or special supervision of any physician and surgeon. Volunteer agrees not to hold Genesis responsible for actions relating to any such medical or emergency treatment.

9. Likeness:

Volunteer acknowledges and agrees that in the course of Volunteer's participation in the Genesis placement and after the completion of the placement, Genesis may record Volunteer's likeness or comments. Volunteer consents to the use of Volunteer's likeness (whether photographed, filmed or videotaped, including, without limitation, portions of a film or videotape) and comments or any portion of such in any manner developed now or in the future, including, without limitation, fund-raising and promotional materials, advertising for television, radio, print or other media, and any other Genesis presentations. Volunteer agrees that, in connection with such use, Genesis, and persons acting for or on behalf of Genesis, may identify Volunteer and may identify Volunteer's name, age, city and state/territory/other district or country of residence. Volunteer releases, indemnifies and agrees to hold harmless Genesis, and persons acting for or on behalf of Genesis, from any liability for acts authorized under this section of this Agreement and Release.

Date _____

Signature _____