



### Consent and Release Agreement

*Note: This is a legally binding Agreement. Do not sign this Agreement until you have read it carefully and understand its contents. This Agreement may affect, reduce or eliminate your legal rights in certain circumstances. This Agreement must be signed by you and, if you are under 18 years of age, by both of your parent(s) or legal guardian(s). All parties must also initial the first two pages. If only one parent or guardian is able to sign, this Agreement must be accompanied by a legally binding document (e.g., death certificate, divorce decree, etc.) that verifies sole custodial rights of the signing parent or guardian. Guardianship papers must be attached when applicable.*

I, \_\_\_\_\_ (the "Participant") hereby request permission to participate in the training programs and the Latin America service program (which are collectively referred to as "Service Program") sponsored by AMIGOS DE LAS AMÉRICAS, INC. and its licensed and/or affiliated chapters (collectively, "AMIGOS"), including travel to and from AMIGOS Service Program locations via transportation arranged by AMIGOS. Upon beginning training or acceptance of my application by AMIGOS, whichever occurs first, I agree as follows:

1. I will secure all inoculations against infectious diseases determined by AMIGOS as necessary or appropriate and will provide evidence of current effective inoculations required by AMIGOS prior to my service date.

2. I will secure a passport and/or any visas necessary for foreign travel to the Service Program prior to my service date and will comply with all passport and visa requirements set by AMIGOS.

3. I agree to fully comply with all rules and regulations established by AMIGOS for the conduct of Participants in the Service Program, including, without limitation, the AMIGOS Standards of Personal Conduct and Community Behavior (the "Standards"). I confirm that I have read the Standards and understand them in their entirety.

4. If any authorized representative of AMIGOS determines in his or her sole discretion that my conduct at any time fails to comply with the Standards or discredits the status or reputation of AMIGOS, I will withdraw from the Service Program and, if I am already engaged in my foreign service, I will return to my home residence when directed to do so by AMIGOS. I will also pay the Penalty provided for in the Standards immediately upon receipt of a written request for payment from AMIGOS.

5. I will fully disclose to AMIGOS all facts relating to my physical and mental health history. If there is any change in my current physical or mental health condition prior to my departure for Service Program locations, I will immediately inform AMIGOS in writing of all facts. I understand that failure to submit accurate and complete information about my physical and mental health history and current condition may result in my dismissal from the Service Program. I am now covered, and at all times while participating in the Service Program I will remain covered by health insurance for illness and injury. I further understand and agree that AMIGOS will not be responsible for providing me any major medical care or hospitalization.

6. I understand that AMIGOS may deny or terminate my participation in the Service Program if any authorized representative of AMIGOS believes that my actions, behavior, physical and/or mental health, either in the past or during participation in the Service Program, may jeopardize me, the Service Program or any of the participants therein or otherwise create any undue burden on the AMIGOS staff or other participants.

7. I agree that my participation in the Service Program will be limited to the period commencing on the date I execute this Agreement and ending on the date my participation in the Service Program terminates with or without notice from AMIGOS (the "Termination Date"). The Termination Date will be the earlier of (i) the date on which I am dismissed from the Service Program, or (ii) the date on which I return to my country of origin, traveling with the return ticket or other transportation arranged by AMIGOS. I understand that I will be deemed dismissed from the Service Program (i) if I am asked or required to leave the host country assignment prematurely because of my health or a violation of the Standards, or (ii) if I alter the travel schedule arranged for me by AMIGOS, or (iii) for any other reasons determined by AMIGOS in good faith. The Termination Date will not be extended unless agreed to in writing by AMIGOS, myself, and, if I am under 18 years of age, by my parent(s) or legal guardian(s). I further agree to pay any additional travel costs and other expenses incurred by AMIGOS if I return to my country of origin on a date other than that originally scheduled.

Initials: \_\_\_\_\_ Volunteer \_\_\_\_\_ Parent/Legal Guardian \_\_\_\_\_ Parent/Legal Guardian



8. I consent and agree to (i) the disclosure (if and when determined by the Executive Director of AMIGOS, or his/her authorized designee, to be necessary or appropriate) to my parent(s) and/or legal guardian(s) of information pertaining to my physical and mental health during my participation in the Service Program, including any assault resulting in physical harm; (ii) the disclosure by AMIGOS of information of a personal or confidential nature when the Executive Director of AMIGOS, or his/her authorized designee, determines that such disclosure is necessary to promote or protect my personal health or safety; (iii) the disclosure of health information by AMIGOS to my insurance provider for purposes of arranging and paying for medical treatment; and (iv) the release by any third party to AMIGOS and its insurance carriers of my name and medical information that may relate to any injury I may suffer arising from my participation in the Service Program. I further agree to allow AMIGOS to use my name, written or oral quotations and/or photograph in marketing, training and promotional materials, including, but not limited to, posters, brochures, handbooks, and electronic web sites.

9. In consideration of the acceptance by AMIGOS of my participation in the Service Program I hereby:

a. Acknowledge, fully understand and agree that (i) my participation in the Service Program will involve activities in a foreign country that will likely occur in remote, underdeveloped and/or politically sensitive areas; (ii) during the course of my participation in the Service Program, I may be subjected to risks of disease and/or injury and/or risks to my personal safety and welfare; and (iii) if it becomes necessary for me to receive medical services while participating in the Service Program, such medical services may not be immediately available and, where available, may not be provided at a level equivalent to medical services in my country of origin. I FULLY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE SERVICE PROGRAM.

b. Acknowledge and agree that by signing this Agreement, I am releasing AMIGOS, its licensed and/or affiliated chapters, and their respective staff, officers, trustees, directors, employees, agents, contractors, physicians, host country sponsors and other participants in the Service Program (hereinafter individually and collectively referred to as "Released Party") from liability for any act, omission or negligence in connection with or in any way related to my participation in the Service Program, unless the same results from any willful misconduct or gross negligence on the part of such Released Party;

c. WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE any Released Party for or in connection with any and all loss, claims, damages, liabilities, costs (including, without limitation, attorneys fees and associated expenses), or actions (INCLUDING, WITHOUT LIMITATION, ANY LOSS, CLAIMS, DAMAGES, LIABILITIES, COSTS OR ACTIONS ATTRIBUTABLE TO THE NEGLIGENCE OF ANY RELEASED PARTY, UNLESS THE SAME RESULTS FROM ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF SUCH RELEASED PARTY) in any way arising out of, connected with, or attributable to my participation in the Service Program (including, without limitation, any inoculations, general medical treatment, or emergency medical treatment, including surgery, rendered to me in event of need).

10. If the Participant is under 18 years of age on the date of this Agreement, this Agreement must be signed by such Participant's custodial parent(s) and/or legal guardian(s) who agree as follows:

a. In consideration of AMIGOS allowing my child to participate in the Service Program, I hereby confirm that my child is fit for, and I hereby consent to, my child's participation in the Service Program.

b. I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE any Released Party for or in connection with any and all loss, claims, damages, liabilities, costs (including, without limitation, attorneys fees and associated expenses) or actions that I or my child may allege against any Released Party (INCLUDING, WITHOUT LIMITATION, ANY LOSS, CLAIMS, DAMAGES, LIABILITIES, COSTS OR ACTIONS ARISING OUT OF THE NEGLIGENCE OF ANY RELEASED PARTY, UNLESS THE SAME RESULTS FROM ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF SUCH RELEASED PARTY) in any way arising out of, connected with, or attributable to my child's participation in the Service Program (including, without limitation, any inoculations, general medical treatment, or emergency medical treatment, including surgery, rendered to my child in event of need).

Initials: \_\_\_\_\_ Volunteer \_\_\_\_\_ Parent/Legal Guardian \_\_\_\_\_ Parent/Legal Guardian



c. BY SIGNING THIS AGREEMENT, I and, if appropriate, my custodial parents or legal guardians CONFIRM THAT I HAVE READ AND UNDERSTAND THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING THE WAIVERS AND AGREEMENTS OF MY CHILD SET FORTH IN PARAGRAPH 9.

11. This Agreement may not be modified orally, and a waiver of any provision of this Agreement will not be construed as a modification of any other provision hereof or as a consent to any subsequent waiver or modification. Every term and provision of this Agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, such finding will not affect the other terms and provisions hereof, all of which will remain binding and enforceable. This Agreement shall be binding upon each person who has signed it and his or her respective heirs and legal representatives. A Participant who turns 18 years old after signing this Agreement shall continue to be bound by the terms and provisions hereof as if he or she had executed the Agreement after reaching the age of majority.

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and exclusive venue of any action brought hereunder will lie in Harris County, Texas. This Agreement may be executed by facsimile signatures and in multiple counterparts, all of which will constitute one and the same Agreement.

\_\_\_\_\_  
Volunteer's Name (printed)      Date of Birth      Volunteer's Signature      Date

\_\_\_\_\_  
Mother's Name (printed)      Mother's Signature      Date

\_\_\_\_\_  
Father's Name (printed)      Father's Signature      Date

OR

\_\_\_\_\_  
Legal Guardian's Name (printed)      Guardian's Signature      Date

**Note: If the Volunteer is under 18 years of age, all custodial parents or legal guardians must sign this release.**