

INTERNATIONAL TRAVEL NOTICE, RELEASE AND WAIVER AGREEMENT

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

My name is _____ and I have chosen voluntarily to participate in an international trip to Guatemala with Tesoro Project (“Tesoro”) to provide volunteer rehabilitation therapy and other services and experience the country (the “Trip”). The “Trip” is understood to include all activities in Guatemala, and all travel to and from and within Guatemala.

This agreement confirms my understanding of the following:

1. Risks of International Travel; U.S. State Department Warning. I understand that participation in the Trip and international travel involves risks not found in the United States. These include without limitation risks involved in traveling to, from, and within international locations; foreign political, legal, medical, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and local weather conditions. The country or countries to which I will travel may have health and safety standards that differ from those enjoyed in the United States, and I recognize that I may be subjected to potential risks, illnesses, injuries and even death. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly.

I also acknowledge that in traveling in cities abroad, I may experience problems associated with urban living, including increased crime, pollution, high population density or standards of living and health standards that are different from those to which I am accustomed in the United States. I acknowledge that it is my responsibility to take every precaution to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that Tesoro recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well-being.

I understand that, although Tesoro has organized the Trip, it cannot eliminate all risks or guarantee my safety while I am abroad. I have read and understood all information on the U.S. State Department website (<http://travel.state.gov>) about the country or countries to which I am traveling, including, without limitation, the U.S. Department of State Consular Information Sheet and the State Department Warning (if applicable). I also have reviewed the U.S. Centers for Disease Control health advisory information relating to travel abroad found at cdc.gov/travel, and any additional information available from the World Health Organization website (who.int). With knowledge of this information, I have made the independent judgment to participate in the Trip.

2. Health Insurance; Medical Care; Health and Safety Concerns. I certify that I am physically fit, have sufficiently prepared or trained for participation in this Excursion, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this Excursion.

I understand that I am responsible for obtaining any recommended immunizations before traveling to my destination. I carry valid and current medical insurance and have a valid insurance identity card to bring. I have determined that this insurance is adequate to cover injuries or illnesses that I may sustain while

participating in the Trip. I will be solely responsible for payment in full of all costs of medical care I may receive overseas.

I authorize Tesoro to obtain appropriate health care for me in the event that I need it but am unable to obtain it for myself. I further agree to hold harmless and indemnify Tesoro for any and all actions taken by Tesoro to provide or obtain emergency medical care for me during the Trip. I also understand and agree that if I experience serious health problems, suffer an injury, or am otherwise in a situation that raises significant health and safety concerns, then Tesoro the person(s) whose name I have provided as my “emergency contact.”

3. **GENERAL RELEASE.** Knowing the risks described above, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Trip. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Tesoro, and its officers, directors, representatives, employees, and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the Trip (including periods in transit to or from my destination), resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties. **I UNDERSTAND AND ACKNOWLEDGE THAT THE CLAIMS BEING RELEASED HEREIN INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED ON OR IN ANYWAY RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF TESORO OR ITS OFFICERS, DIRECTOR, EMPLOYEES, OR AGENTS.** I certify that I am age 18 or older. I have carefully read and freely signed this Agreement. I understand and agree that no oral or written representations can or will alter the contents of this document.

4. **Enforcement: Severability.** I AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, and any controversy or claim arising out of or relating to this Agreement including, without limitation, any claim relating to bodily injury, property damage or death, shall be determined and settled by arbitration in Austin, Travis County, Texas, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of Texas. An award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the release and indemnity stated in this Agreement.

If any provision of this Agreement is determined to be unenforceable, ineffective or against public policy, then that provision shall be disregarded and deemed removed from this Agreement and shall not affect the remaining valid provisions of this Agreement, which will remain enforceable. The terms of this Agreement are contractual and not mere recitals.

5. ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people. Tesoro Project has put in place preventative measures to reduce the spread of COVID-19; however, Tesoro Project cannot guarantee that you will

not become infected with COVID-19. Further, attending face to face trainings, patient care, and/or traveling could increase your risk of contracting

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending meetings or service projects with Tesoro Project, or participating in any activities at any location, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Tesoro Project events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Tesoro Project employees, volunteers, other students/clinicians, vendors, and community partners.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my presence or participation in Tesoro Project activities ("Claims"). I hereby release, covenant not to sue, discharge, and hold harmless Tesoro Project, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Tesoro Project, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Tesoro Project activity.

I understand and agree that the law of the State of Texas will apply to this Waiver of Liability.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER OF LIABILITY, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

6. **Photo Release:** I give Tesoro Project permission to use photographic images of me for use on it's website, social media and/or marketing materials.

DATE

SIGNATURE

PRINTED NAME