

## **LIABILITY WAIVER**

Art for Humanity, Glen Evans, The Organic Learning Center, HIBS, its owners, agents, employees, officers, directors and affiliates or others associated with Art For Humanity (collectively "AFH") expressly state that it is acting solely to provide guidance on non-profit activities in Honduras and will not be responsible for any act, error, or omission nor for any injury, loss, accident, delay, inconvenience, irregularity, or damage which may be occasioned by any cause whatsoever, including acts of war, nature, civil disturbance, government restrictions, or failure of any means of conveyance to adhere to published schedule.

AFH does not provide insurance (health, life, travel, liability, etc). If trip members desire to have insurance coverage, it is your responsibility to obtain insurance coverage prior to volunteering. It is your responsibility to conform to standards of personal hygiene to minimize the risk of traveler's diseases and for acting in a manner considerate of fellow trip members and the countries visited. AFH reserves the right to accept or reject any person as a trip member at any time.

By signing this Liability Waiver, I acknowledge the risk and hazards of travel in remote areas where injury, delay, or unanticipated events may occur. I accept responsibility for my own welfare and waive any future claims against AFH for liability to the maximum extent permitted by law.

I understand that I am undertaking travel to remote geographical areas located in a lesser- developed country where, among other things, standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, level of infrastructure development, telecommunications facilities, methods of conducting business, medical evacuation, etc., may not be equivalent to those found in the United States. I also understand that the normal level of medical treatment and services, including the presence of a physician or any other trained medical professionals and/or the availability of prescription-type drugs, may not be available in a timely manner or may not be available at all. I understand that, due to geographical, physical, governmental, or other restriction beyond the control of AFH, I acknowledge that AFH may have to make last-minute decisions to address the changed circumstances. I agree to release AFH from any and all liability whatsoever in connection with such decisions. I knowingly assume this risk and I fully release and hold harmless AFH from any and all liability for all of the acts or omissions of such third parties.

**I FULLY UNDERSTAND, ASSUME AND ACKNOWLEDGE ALL OF THE ABOVE DESCRIBED RISKS AND RELEASE AFH FROM ANY AND ALL LIABILITY IN CONNECTION WITH THOSE RISKS.**

I agree and it is my intention that this Liability Waiver shall be legally binding upon myself, all minors under the age of 18 traveling with me, my heirs, successors, assigns, and legal representatives. I have voluntarily agreed to participate in an AFH trip, and willingly execute this document.

I agree that in the unlikely event that a dispute of any kind arises between myself and AFH that dispute will be resolved by binding arbitration through the American Arbitration Association. Proper venue for that arbitration is the Commonwealth of Virginia and the law of the Commonwealth of Virginia will govern all disputes. In any such arbitration the maximum amount of recovery to which I will be entitled will be the actual damages I have incurred which at no time shall exceed the full amount of the land and air cost of my trip with AFH. I agree to this limitation on damages. Furthermore, in the event of an arbitration resulting from a dispute between myself and AFH each party shall bear its own costs, including attorney's fees except that I agree to fully indemnify AFH for all of its costs (including attorney's fees) if I commence an action or claim against AFH based upon claims I have previously released or waived by signing this release. I agree that in the event any part or portion of this Liability Waiver is found to be void or unenforceable, then such part or portion will be stricken but the rest of this document will be given full force and effect. I understand that this Agreement covers this trip and all future trips made on behalf of AFH.

Name of Applicant \_\_\_\_\_

Date \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

(In addition to the signature of the applicant, the signature of both parents or guardians is required if applicant is under 18 years of age.)

**Mail to Art For Humanity, 635 S. 25th St. Arlington, VA 22202-2529 two weeks prior to going to Honduras.**