



## **Volunteer Participation Agreement and Assumption of Risk**

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

I am a volunteer who has agreed to participate in an Operation Medical program in

\_\_\_\_\_ [Insert Location of Project] (the “Project”).

I have chosen to undertake this Project voluntarily. This agreement confirms my understanding of, and agreement to, the following:

### **1. Program Arrangements**

I understand that although Operation Medical will attempt to implement the Project as described in its documentation, it reserves the right to change the Project at any time and for any reason it deems sufficient to promote program objectives, safety issues, or institutional needs.

### **2. Travel and Accommodations Arrangements**

I understand that I am expected to adapt to different physical accommodations, which may be perceived as inconvenient or uncomfortable by U.S. standards. I further understand that I am financially responsible for any damages to housing, property of the local sponsor, or Operation Medical property arising out of my actions. I understand that Operation Medical does not represent or act as an agent for and cannot control the acts or omissions of the local sponsor, any home-stay family, land transportation, air transportation, carrier, hotel or similar accommodation, or other provider of goods or services related to the Project. I understand that Operation Medical is not responsible for matters that are not within its direct control.

### **3. Risks of International Travel**

I understand that participation in the Project and international travel involves risks. These include, without limitation, risks involved in traveling to and within, and returning from, 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 to which I will travel may have health and safety standards substantially below 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 understand that Operation Medical has attempted to provide volunteers and participants with the appropriate equipment and skilled staff for its volunteer programs. Nevertheless, the activities of Operation Medical's programs and the Project have risks, including certain inherent risks. The following describes some but not all of those risks.

A. Operation Medical programs are conducted in foreign, developing countries and Operation Medical-sponsored activities occur in urban and rural areas. International travel has danger and risk. Operation Medical volunteers may work in remote areas where access to communication and transportation may be limited as well as means of rapid evacuation or adequate medical care, supplies, or facilities. I acknowledge that Operation Medical strongly recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well being.

B. Operation Medical programs are conducted in foreign, developing countries and volunteers and participants may be exposed to laws, legal systems, customs and behaviors, to animals, diseases and infections, not common in the United States. Further, the Project may be subject to political unrest, riots, demonstrations, acts of government, banditry, terrorism and other criminal conduct, including drug related activities, social unrest or criminal events such as spontaneous civil disturbances due to political or economic issues, carjacking, residential break-ins, and street crime (robbery and pick-pocketing). Further, I understand and acknowledge that the laws of the host country shall apply to me as long as I remain in the country and that U.S. laws will not protect me during this period. I agree to make reasonable and good faith efforts to become informed of all laws, regulations and standards for each country to or through which I travel during my participation. I further agree to abide and comply with those laws, regulations and standards.

C. Operation Medical volunteers live indoors in developing countries, where volunteers and participants are subject to numerous environmental, social and other risks. Activities vary and may be strenuous, both physically and emotionally. Activities may include, but are not limited to, performing surgeries, assisting with medical treatment and care, and educating local communities about providing high quality medical care. Possible injuries and hazards with performing such activities include, but are not limited to, disease and illnesses, slips and falls, blisters, burns, travelers' diarrhea, malaria, typhoid fever, yellow fever, sleeping sickness, parasite infections, schistosomiasis, polio and bacterial infections.

D. Operation Medical program volunteers and participants will travel to, in and around a developing country particularly in rural areas. Operation Medical volunteers may encounter road conditions that differ significantly from those in the United States and volunteers may be subject to dangerous road travel. Potential means of transportation include but are not limited to walking, bicycle, rickshaw, automobile, truck, bus, hired bus, minibus, taxi, train, raft, boat, ferry or airplane. Possible injuries or death may occur from traffic accidents, boat sinkings, airplane crashes and/or other accidents.

E. Volunteers and participants may travel to popular tourist destinations via methods of transportation that may include, but are not limited to, travel by truck, bus, hired bus, minibus, taxi, ferry, boat or train. Volunteers and participants assume all personal risks of this travel as well as all risks associated with these trips, which may include, but not be limited to, safari game drives, walking safaris, camping in a camp ground under the maintenance or private security and/or ownership, hiking, boat rides, swimming, snorkeling, visits to public markets and

touring of popular tourist sites.

F. Equipment may fail or malfunction, despite reasonable maintenance and use. Equipment includes but is not limited to travel vehicles, medical equipment, and computer equipment.

G. "Free" or transit time is defined as time before and after the official start and end dates of the Operation Medical program in which the volunteer or participant has chosen to spend on their own in the country in which the Operation Medical program is conducted. Free or transit time is not part of the Operation Medical program and Operation Medical has no responsibility to the volunteer or participant during these periods of time. Operation Medical staff may provide assistance or even accompany volunteer or participate during this time but in doing so, they are acting as private individuals and Operation Medical is not responsible for their conduct. I hereby agree and acknowledge that if I wish to utilize free or transit time, I do so at my own risk and release Operation Medical, its successors and assigns, and Operation Medical's and its successors and assigns' staff, employees, officers, directors, representatives, and agents pursuant to Section 8 of this agreement.

#### **4. Health Insurance and Medical Care**

Operation Medical strongly encourages its volunteers to obtain valid and current medical and/or travel insurance and to carry a valid insurance identity card with them to the Operation Medical program in which they are participating in. I agree and acknowledge that whether or not I choose to obtain such recommended insurance, I will be solely responsible for payment in full of all costs of medical care I may receive overseas and that Operation Medical shall not be liable whatsoever.

I have consulted with a medical doctor with regard to my personal medical needs and about the location where the program is to be offered. I have or will acquire all the immunizations recommended by the U.S. Center for Disease Control and all other inoculations necessary for safe travel in the areas I am visiting. I have no past or current health-related reasons or problems that may preclude, restrict, or affect my participation in this program, other than those that I disclosed on the medical form submitted to Operation Medical. I am able to participate in the Project without causing harm to myself or to others. The medical information I have provided to Operation Medical is correct and all relevant physical or mental medical conditions have been disclosed. I agree to notify Operation Medical of any new medical condition as soon as practicable after diagnosis and/or treatment.

I authorize Operation Medical to obtain or provide emergency hospitalization, surgical or other medical care for me if Operation Medical staff deems such hospitalization or care necessary. Further, I agree to authorize any such third party medical care provider to exchange relevant medical information with Operation Medical as necessary to coordinate my care or travel home. Operation Medical staff will strive to seek and provide the best medical care available but shall have no liability regarding the adequacy of medical care and supplies that may be provided. Costs reasonably associated with medical services, including evacuation, are my responsibility.

#### **5. Standards of Conduct**

I recognize that I assume an important personal obligation to conduct myself in a manner compatible with local laws and regulations, and with Operation Medical's policies for volunteer conduct, as set forth in the Operation Medical Participant Policies and Procedures. I promise to act responsibly and will become informed of, and will abide by, all such laws, regulations and standards. I agree to act in a manner which is appropriate and acceptable to my fellow volunteers, my country, my host country, people and patients with whom I work, people native of the regions which I visit, and myself. Appropriate behavior is defined as a behavior that is not threatening to myself or others, and a behavior which does not jeopardize the lives or mission of other Operation Medical volunteers. Abuse of alcohol or other drugs is not acceptable. I will comply with Operation Medical's policies, standards and instructions for volunteer and participant behavior. I agree that Operation Medical has the right to enforce the standards of conduct described above.

## **6. Travel Arrangements**

I understand that Operation Medical does not represent or act as an agent for, and cannot control the acts or omissions of, any transportation carrier, hotel, tour organizer or other provider of food, goods or services involved in the Project. I understand that Operation Medical is not responsible for matters that are beyond its control, and that it cannot warrant the safety or convenience of the circumstances under which I will be living or working.

## **7. Miscellaneous**

I understand that as a volunteer of Operation Medical, I have committed myself to follow the mission of Operation Medical and to be an active volunteer or participant. I understand that I am not an employee of Operation Medical but a volunteer, providing my time and services in consideration for participating in the Operation Medical program.

Any dispute between Operation Medical and me shall be governed by the substantive laws (not including the laws which might apply to the laws of another jurisdiction) of the Commonwealth of Pennsylvania (without regard to conflicts of laws provisions), and any mediation or suit shall occur or be filed only in a court located in Dauphin County, Pennsylvania.

If the parties to this agreement have a legal dispute which cannot be settled amicably by negotiation, the parties will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by the Commonwealth of Pennsylvania courts as qualified persons for mediation assignments. I agree to pay all costs and attorneys' fees incurred by Operation Medical in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that Operation Medical is not responsible for injury or loss. Should Operation Medical or anyone acting on their behalf be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I authorize Operation Medical to share my contact information with other Operation Medical volunteers and/or with other organizations or strategic partners in which Operation Medical volunteers may be interested. I give Operation Medical permission to use my name, contact information and picture or pictures I have shared with Operation Medical in promotional materials, online materials, and press releases.

I agree that if any portion of this agreement is found by a court or other appropriate authority to be void or unenforceable, the remaining portions shall remain in full force and effect.

## **8. GENERAL RELEASE**

I have read and understood all materials Operation Medical has provided to me regarding my participation in the Project, including, but not limited to, the Volunteer Policies and Procedures. Acknowledging and understanding all of the risks and obligations described above, as well as the information set forth in the Volunteer Policies and Procedures, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Project. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Operation Medical and any of its officers, directors, staff, representatives, employees, agents, representatives, successors and assigns from and against any present or future cause of action, cost, obligation, promise, expense, claim, loss, demand or liability whatsoever, in law or in equity, or otherwise, whether known or unknown, accrued or unaccrued, for injury to person or property which I may suffer, or for which I may be liable to any other person, arising out of or related to my participation in the Project (including periods in transit to or from my destination), resulting from any cause, including but not limited to ordinary or gross negligence.

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**OPERATION MEDICAL**

***Volunteer Participation Agreement and Assumption of Risk***

I certify that I am age 18 or older. I have carefully read and freely signed this Assumption of Risk and General Release Form.

I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Pennsylvania, which shall be the forum for any lawsuits filed under or incident to this agreement or the Project as provided in Section 7 of this agreement.

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Name (print) \_\_\_\_\_

Date \_\_\_\_\_

If the undersigned is not at least eighteen (18) years of age, the following parental/legal guardian consent must be executed.

I, \_\_\_\_\_, hereby certify that I am the parent and/or legal guardian of the undersigned and I have read, reviewed and understood the above, and hereby voluntarily give my permission and consent to the above release terms on behalf of my child, \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent/Legal Guardian Signature

Name: \_\_\_\_\_