

GENERAL RELEASE AND WAIVER AND ASSUMPTION OF RISK

PLEASE READ THIS GENERAL RELEASE AND WAIVER AND ASSUMPTION OF RISK ("AGREEMENT") CAREFULLY BEFORE YOU ACCEPT IT. THIS IS A BINDING LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS. IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONSULT AN ATTORNEY BEFORE YOU AGREE TO IT.

1. Assumption of Risk

I acknowledge that I have applied to be a volunteer in the work of Helps International ("HELPS"). I am aware and acknowledge that the work of HELPS may subject me to a number of risks and dangers. I understand and acknowledge that the work of HELPS may involve hazardous or dangerous activities and that my participation in such work may subject me to the risk of injury, illness or death. I have volunteered to participate in the work of HELPS in Guatemala. I understand and acknowledge that I may be subject to a number of additional risks and dangers involved in transportation to and in Guatemala (including traveling in light airplanes), the risk and danger that adequate medical facilities may not be available should I require medical attention, and the risks and dangers of residing in and being subject to the laws of a foreign country. I have been made aware of the conditions that presently exist in Guatemala, specifically, but not limited to, social and political unrest, guerrilla and terrorist activity, unsanitary health conditions in camps, villages, and other municipalities, including the risk of hepatitis, malaria, cholera, polio, and other diseases. I voluntarily agree to assume all of the above risks, and all other risks associated with my participation in the work of HELPS, whether known or unknown.

2. General Releases

As consideration for being permitted by HELPS to participate in this work, I hereby release and forever discharge HELPS, their directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates for any and all claims and demands of whatever kind or nature, whether known or unknown, that arise out of or are connected in any way whatsoever with my voluntary participation in the work of HELPS.

3. Release Re: Medical Treatment

As further consideration for being permitted by HELPS to participate in their work, I hereby release and forever discharge HELPS, their directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates from any and all claims and demands of whatever kind of nature, whether known or unknown, that arise out of or are connected in any way whatsoever with any first aid, medical treatment or services rendered me during my participation in or in any way related to HELPS' work.

4. Binding Effect

I understand and acknowledge that this Agreement is a binding legal document that affects my legal rights and remedies. I further understand and acknowledge that this Agreement binds not only me but also my spouse, children, heirs, representatives, distributes, guardians and assigns.

5. No Employee Status/No Workers Compensation/No Malpractice Insurance/No Employee Benefits

I understand and agree that I am not an employee of HELPS because I participate as a volunteer in the work of HELPS. I understand and agree that HELPS is under no obligation to provide, and do not provide, workers compensation or malpractice insurance or any other employee benefits of any kind whatsoever.

6. Scope

I understand and agree that this Agreement is intended to be interpreted and construed as broadly and inclusively as permitted under the laws of the State of Texas. If legal proceedings are filed I understand they will be tried only in the State of Texas.

7. Entire Agreement/Amendment Only by Writing

I understand and agree that this Agreement constitutes the entire agreement between me and HELPS concerning my participation in the work of HELPS and supersedes all negotiations and statements made prior to or contemporaneous with the execution of this Agreement. I further understand and agree that this Agreement may only be modified or amended by a writing signed both by me and by an authorized representative of HELPS, and that this Agreement may not be orally amended.

8. Governing Law/Forum

I understand and agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. I hereby further agree that any litigation, administrative proceeding or arbitration concerning this Agreement or my participation in the work of HELPS shall be brought and conducted in the Superior Court of the state of Texas in and for the County of Dallas. I agree to be subject to personal jurisdiction and venue in the state of Texas, County of Dallas, and hereby waive any right I may have to commence any litigation, administrative action or arbitration relating to this Agreement or my participation in the work of HELPS in any form other than the Superior Court of the State of Texas in and for the County of Dallas.

9. Invalidity of Any Clause

I understand and agree that in the event any clause, sentence or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, sentence or provision shall not affect the validity or enforceability of the remaining provisions.

10. Terms Contractual

I understand and agree that the terms of the Agreement are contractual and are conditions precedent to my participation in the work of HELPS is not mere recitals.

11. Release of Identity

I hereby authorize the use of my picture, whether video or still, and/or verbal statements made by me, to HELPS International or other organizations allied with HELPS International, in news or promotional material or video.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND BINDING EFFECT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY PRIOR TO THE TIME I SIGNED IT. I UNDERSTAND THAT THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN ME AND HELPS THAT AFFECTS MY LEGAL RIGHTS. I REPRESENT THAT I AM SIGNING THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL.

HELPS INTERNATIONAL

STATEMENT OF PURPOSE

Helps International is a non-profit, 501(c)(3) corporation, officially organized in 1983 (Texas Charter Number 684778). Helps is a non-denominational Christian organization which provides assistance to the people of rural Guatemala. The objectives of HELPS programs are to:

1. Solve a real need in the area;
2. Avoid development of a welfare mentality;
3. Maintain the local inhabitants' dignity;
4. Design programs to be self-sufficient once HELPS volunteers have departed.

HELPS coordinates its activities with other organizations within the host country, including applicable governmental agencies to provide efficiency and cost savings. Established non-government organizations (NGO's), including missionary organizations, provide invaluable knowledge of customs, language and access to key community leaders. HELPS strongly believes in working within the local legal, cultural, and organization structures.

HELPS recruits, organizes, and supports foreign (mostly U.S.) short term, volunteer, mission teams to work in all its programs:

- Medical Care – exams, prescriptions, sophisticated surgical operations, dental, and optical services in partnership with U.S. hospitals and pharmaceutical suppliers.
- Health Promotion –home hygiene, water projects, health-care and literacy programs (both children and adults)
- Education – school facilities, supplies, student sponsorships, and teacher training
- Construction and Infrastructure – homes, floors, community facilities, sanitation
- Economic Development – locally operated businesses involving manufacturing, agriculture, and products reflecting local craftsmanship for sale to local and export markets.

HELPS is extremely aware of its leadership role and the example it must portray in the community representing Helps, the allied mission organizations and the United States. As a result, we require employees and volunteers to conduct themselves in a manner consistent with a conservative standard of conduct. We must remember: 10 minutes of improper behavior can ruin 10 years of effort to build trust and credibility by the organization. This is true whether a person is in Guatemala City preparing to go on site, on site working, or in Antigua (or any other location) following a period of hard fieldwork. We are guests in the local culture, and, therefore, must be aware of local customs and sensitive to our conduct. The following are HELPS policies regarding conduct:

- Avoid public displays of affection between single volunteers and/or employees. Team members should conduct themselves so as not to even hint at conduct unbecoming to HELPS or which could be construed as immoral.
- Consumption of alcohol by HELPS team members and staff is limited to the rest and recovery period while “off duty” and then only in moderate amounts. At no time should a HELPS team member or employee be considered under the influence of alcohol.
- Personal conduct of HELPS volunteers and employees should always be above question. Remember that the conduct of individuals is seen as HELPS, our allied organizations and our country.
- While in the mission field, women volunteers should wear either long dresses or baggy pants. In the local society tight pants can be sexually misunderstood. For those working in triage, local crowd control, or in the community this is especially important.
- HELPS staff pay for services rendered by local providers, therefore volunteers should never attempt to pay for these services. (Obviously, this does not apply to stores, etc.)
- Volunteers do not “give away” candy, gum, toys, money, Polaroid pictures, etc. This produces dozens of children following groups looking for handouts.
- Volunteers are encouraged to ask questions about local customs. This might avoid an awkward or embarrassing situation.

Notes:

- (1) Conduct detrimental to HELPS by any team member or employee is cause for that person not to be invited for further participation in HELPS projects. Determination is the responsibility of the respective team leader and the President of HELPS International.
- (2) Team Leaders are responsible for the overall organization and function of their teams. If circumstances arise and the Team Leader deems it necessary, team members can be returned home without refund of expenses.

I understand and agree to conduct myself in a manner consistent with the above statement.

HELPS is delighted to have you as a volunteer. The experience will be richly rewarding and, perhaps, even life-changing. Your suggestions are welcomed and encouraged.

CODE OF CONDUCT CONTRACT FOR UNDERAGE VOLUNTEERS

Because HELPS International is a U.S.A.-based relief organization, we require each volunteer minor (under the age of 21) to execute the following contract before participating in any HELPS sponsored project. The minor's parent or legal guardian must also agree to the contract, indicating they will be responsible for the minor's conduct during the mission.*

- 1) I AGREE TO CONDUCT MYSELF IN A MANNER CONSISTENT WITH HELPS INTERNATIONAL POLICIES AND, AS APPLICABLE, THE MISSIONARY TEAM'S STANDARD OF CONDUCT AND ATTIRE THE ENTIRE TIME THAT I AM IN GUATEMALA AND WILL BE SENSITIVE TO LOCAL CUSTOMS AND CULTURES AS THEY ARE MADE KNOWN TO ME.
- 2) I WILL NOT WEAR INAPPROPRIATE CLOTHING SUCH AS TANK TOPS, STRING TOPS, TIGHT PANTS OR SHORTS WHILE IN THE MOUNTAIN REGIONS. I WILL RESERVE SUCH VACATION ATTIRE UNTIL MY STAY IN ANTIGUA, AND I WILL KEEP IN MIND THAT WHILE I AM IN GUATEMALA I REPRESENT HELPS INTERNATIONAL AT ALL TIMES.
- 3) FURTHERMORE, I COMMIT TO FULLY ABSTAIN FROM CONSUMING ALCOHOLIC BEVERAGES AT ANY TIME DURING THIS TRIP, INCLUDING THE TIME SPENT IN ANTIGUA AND DURING TRAVEL TO AND FROM GUATEMALA.

Note: Violation of any of the above clauses constitutes grounds for immediate dismissal / return to the U.S., at the team leader's discretion.

* Parents traveling with volunteers who are 18 or older may allow underage volunteer(s) to consume alcoholic beverages at their discretion, but only during the non-mission portions of the trip and with the parent(s) present. In such cases, parent(s) assumes full responsibility for the volunteer's subsequent actions and/or health condition. In doing so, parent(s) agrees to release HELPS International from any and all related liabilities.

In accordance with U.S. and Guatemala local laws, absolutely no alcohol or cigarette consumption is allowed for minors who are under 18 years of age. No Exceptions.