

Kenya Educational Service Trips (KEST)

Form 3: Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT!

IMPORTANT: Each participant must have a signed "Release and Waiver of Liability" on file. Please complete this form now in order to be considered. Please print all information in blanks provided.

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____, by _____ (the "Traveler"), and in effect for one full calendar year from this date** in favor of KENYA EDUCATIONAL SERVICE TRIPS (KEST), a limited liability company organized and existing under the laws of the State of Virginia, USA, its affiliated organizations in other nations, its directors, officers, employees, and agents (collectively, "KEST").

I, the Traveler, desire to work as a volunteer through KEST/Nyumbani Programs and engage in the activities related to being a volunteer for a work team. I understand that the activities may include but are not limited to, traveling to and from other countries, traveling to and from other cities and towns, consuming food and living in accommodations available and provided in the foreign country, and working in the Nyumbani Program locations.

I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release. I, the Traveler, release and forever discharge and hold harmless KEST and its successors and assign from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my work through KEST. I understand and acknowledge that this Release discharges KEST from any liability or claim that I, the Traveler, may have against KEST with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation. I also understand that, except as delineated in the travel insurance form provided as a special insert in the KEST Handbook, KEST does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, or property damage (see insurance requirements below).

2. Insurance. I, the Traveler, understand that, except as otherwise agreed to by KEST in writing, KEST does not carry or maintain health, medical, or disability insurance coverage for any volunteer.

3. Medical Treatment. Except as otherwise agreed to by KEST in writing, I hereby release and forever discharge KEST from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with KEST.

4. Assumption of the Risk. I understand that my time with KEST may include activities that may be hazardous to me, including, but not limited to, loading and unloading of equipment and materials, as well as local transportation to and from the work sites. So, I recognize and understand that my time with KEST may in some situations involve inherently dangerous activities. I also understand that in addition to consuming local foods and living in accommodations which are available in the country visited, I may be traveling to and from locations which pose risks from terrorism, war, insurrection, or criminal activities. I, the Traveler, also understand that, in order to protect its employees and travelers in all countries around the world, it is KEST's policy that it will not pay ransom or make any other payments in order to secure the release of hostages. I hereby expressly and specifically assume the risk

of injury or harm in these activities and release KEST from all liability for injury, illness, death, or property damage resulting from the activities of my time with KEST.

5. Photographic Release. I grant and convey unto KEST all right, title, and interest in any and all photographic images and video or audio recordings made by KEST during my work for KEST, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Virginia in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Virginia. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

To express my understanding of this release, I sign here, validated by a notary.

Traveler: Name (please print) _____

Signature _____

Address _____

Date _____

Parent(s) (if applicable): Name (please print) _____

Signature _____

Address _____

Date _____

Notary: Name (please print) _____

Signature _____

My commission expires _____

Date _____

***Waiver in effect for one year. New waiver will be requested after expiration if necessary.*

(Notary Seal)