

General Release of Liability

Responsibilities. Participants are responsible for having selected to volunteer/intern/coop or otherwise serve at the Warm Heart Foundation, Inc., Thailand and for having made the decision that the Warm Heart Foundation program is appropriate to their abilities and interests. In order to assist you in making this determination, we are happy to discuss the Warm Heart Foundation program with you, but the decision is yours. Participants are responsible for being in sufficiently good health to undertake the program. Participants are responsible for preparing for the program by studying the program description and information materials provided by Warm Heart Foundation, Inc. and for bringing the appropriate clothing and equipment as advised. Participants are responsible for preparing for the program by meeting with their personal physician to discuss any special medical requirements for this program and for them as a participant, and for taking any of the recommended or required actions.

Release and Assumptions of Risk. In consideration for the right to participate in the program and activities offered by Warm Heart Foundation, Inc. including any food, services and work places arranged for me by Warm Heart Foundation, Inc. (or its agents, employees or contractors) in connection with the program, I hereby assume any and all risks associated with my participating in the program offered by Warm Heart Foundation, Inc. including, but not limited to, any and all risks of illness, injury, and death. I agree that if I am injured, become ill or die while traveling to or from, while participating in or as a result of having participated in, the program (including any event or activity related to the program) offered by Warm Heart Foundation, Inc., I hereby release, waive any claim against, and will not sue Warm Heart Foundation, Inc, or any board member or officer of Warm Heart Foundation, Inc. or any employee, agent or contractor of Warm Heart Foundation, Inc., or any other organizers or sponsor of the event or activity. I acknowledge that the enjoyment and thrill of travel and study and/or work abroad is derived in part from the risks incurred by travel and activity beyond the accepted safety of life at home or work. I hereby agree to be responsible for my own welfare and accept any and all risks. I agree that the foregoing waiver and release binds me and my heirs, distributes, guardians, legal representatives, successors and assigns.

Warm Heart Foundation, Inc., its employees, agents and contractors notifies you, as a program participant, that all arrangements for transportation or hotel accommodations that may be made for you are made on the express condition that Warm Heart Foundation, Inc. shall not be liable or responsible for any injury, damage, liability, loss, accident, delay, expense or irregularity which results from any of the following: (a) defect in any vehicle or other mode of transportation; (b) expenses such as additional hotel nights and meals not specified in the individual trip itineraries that may be required either en route, prior to, or following a trip, when caused by individual guests' travel arrangements, by airline scheduling or airline schedule changes, canceled flights, missed flight connections, or by other factors not under Warm Heart Foundation's control; (c) expenses incurred in recovering luggage lost by airlines, belongings left behind on a program, or in shipping purchases or other goods home from abroad; (d) hotel over-booking, failure of others to perform obligations for the benefit of Warm Heart

Foundation, Inc or its program participants, bodily injury or property damage for any reason, including but not limited to acts of God, weather, quarantines, strikes, civil disturbance, theft, default, detention, annoyance, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, etc., over which it (Warm Heart Foundation, Inc.) has no control. Warm Heart Foundation, Inc. reserves the right to modify or change program specifics in accordance with the needs of the organization and its primary, human welfare clients, which must take precedence.

Warm Heart Foundation, Inc. reserves the right to decline to accept or to restrain from further participation or bar from future participation any person it judges to be incapable of meeting the requirements of participating in the activities, or any person whose actions or deportment impede program operation or the rights, welfare, or enjoyment of other program members and/or the rights, welfare, or enjoyment of our primary human welfare clients and/or in our determination put at risk our reputation in our community.

Photography and Video. I hereby agree to permit Warm Heart Foundation, Inc, its agents, employees, contractors, and other program participants to take photographs and video, and make film and or digital records of the program, which may include pictures of me, without compensation or further recourse. I understand and agree that such photographs may be used for commercial and/or promotional purposes.

Disputes. In the unlikely event that a dispute arises involving any subject matter whatsoever, I agree that the dispute shall be resolved through binding arbitration and/or legal proceedings in accordance with the then-current laws of the sovereign state of Thailand.

Warm Heart Worldwide, Inc. I understand that each and every provision of this contract shall apply equally to Warm Heart Worldwide, a nonprofit corporation incorporated in the state of New Jersey. As Warm Heart Worldwide, Inc. has no legal, managerial, administrative or other control over or responsibility for the actual operation of Warm Heart Foundation, Inc. Warm Heart Worldwide, Inc. has and accepts no responsibility for any relations between program participants and Warm Heart Foundation, Inc.

I, being 18 years of age or older at the time of signing, understand that this is a legally binding and enforceable contract and sign it of my own free will.

Program Participant

Signed Name: _____ Print Name: _____

Date: _____