

## BUILDON TRAVEL & RELEASE FORM



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Student & Parent/Guardian

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**Please read this form carefully and only sign it after you and your parents or guardians have read it carefully and fully understand all of its contents. This is a legally binding agreement, which contains a release that will reduce or eliminate your legal rights under certain circumstances. If you have any questions, please direct them to a buildOn representative before signing this form.**

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I, \_\_\_\_\_, wish to participate in the buildOn Trek Program sponsored by buildOn, Inc. ("buildOn"). Whenever the words "we", "us", "our" or "they" are used in this Form, it is understood that such use means and is referring to both me and my parents and/or legal guardians. The use of the words "I", "me" or "my" in this Form means and refers to me individually, as the Trek participant (as described below).

**I consent, and my parent(s) and/or legal guardian(s) consent and give their permission, to my participation in the buildOn Trek with full knowledge and acceptance of the conditions, agreements and potential risks and dangers described in this Form. Without limiting the broad nature of our consent and permission, my parent(s)and/or legal guardian(s) expressly authorize and grant permission for me to travel internationally as a Trek participant as described in this Form.**

I will participate in a buildOn trek that will travel to a village in the country of (the "Trek"). The village will be identified by buildOn representatives as soon as possible prior to the actual departure date of the Trek. The Trek is scheduled to depart the United States on , and return on . The actual dates of travel may change due to unforeseen circumstances and buildOn will promptly advise us of any travel changes. While in country, Trek participants will travel to and from buildOn school construction sites (the "Sites") using transportation arranged by buildOn to work on the construction of one or more schools and to participate in cultural events while there.

I will be traveling to a remote and underdeveloped area of the world where living conditions are extremely basic. The villages where the Sites will be located may have no electricity, clean water and/or in-door plumbing, and there may be no immediate access to medical care and other emergency services. buildOn will not

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have trained medical personnel at the Sites, but it's Trek coordinators are trained Wilderness First Responders and will be with the Trek participants at the Sites. I acknowledge the risks associated with Covid-19 while traveling and understand that testing positive for Covid-19 may require me to leave the Trek to find medical care, and that all costs associated with seeking and obtaining medical care would be my responsibility.

I will stay with a host family during most of the Trek, and will likely sleep on the floor of the host family dwelling. Participation in the Trek will involve strenuous mental and physical challenges and activities, and may expose me to many risks, including but not limited to, unpredictable or harsh weather, extreme temperature, lightening, diseases, poisonous plants, insects, wild animals, hazardous terrain, crime, unsafe road conditions, and unexpected political, cultural, social or economic upset or disruption in the Trek region. I acknowledge that buildOn strongly suggests that, in addition to any travel advice provided by buildOn, I seek the opinion of a third-party medical professional and my physician about my travel, including any Covid-19 related health risks that may arise.

I represent, promise and agree to and with buildOn, and my parent(s) and/or legal guardian(s) represent, promise and agree to and with buildOn, as follows:

1. That we have read this Form carefully and are fully aware of the possible risks and dangers that I could encounter as a Trek Participant;
2. That I am medically and emotionally able to travel to and live at the Sites and fully participate in the Trek;
3. That I am responsible for safeguarding my health and safety while on the Trek and will abide by all rules, guidelines and instructions of buildOn Trek staff regarding my health and safety;
4. That we understand and agree that traveling to and staying at the Sites and participating in the Trek may involve health and safety risks and dangers;
5. That I have received a list of inoculations and vaccinations recommended by the Center for Disease Control and will work with my physician to ensure I am adequately protected prior to my departure for the Trek;
6. That I will secure and obtain a valid passport and other travel documents necessary for foreign travel to my Trek destination;
7. That I will be bound by buildOn's Trek's rules and regulations pertaining to the conduct of participants in the Trek including, without limitation, any standards of personal conduct that would apply to me (and we acknowledge our prior receipt of a complete copy of the Trek rules and regulations);
8. That I will voluntarily return to the United States when directed to do so by buildOn for health or any other reasons, including my failure to comply with buildOn's rules and regulations or actions by me that, in the sole judgment of buildOn, reflect poorly on buildOn;

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9. That we will fully advise buildOn as to all factors relating to my medical and emotional health and we will not submit inaccurate and/or incomplete information about my medical and emotional health history; it being understood that if I do, I may be removed from the Trek and will be responsible for any related costs;
10. That we acknowledge that all medical information will be kept confidential by buildOn except information that may be disclosed to any medical or other provider as needed for my personal care;
11. That we will promptly notify buildOn personnel if any substantial change should occur regarding my medical or mental health prior to or while on the Trek;
12. That I am now covered, and we agree that at all times while participating in the Trek I will remain covered, by health insurance, and the information regarding my health insurance is accurately disclosed in the medical information I have submitted to buildOn;
13. That we consent in advance to my receipt of any emergency anesthesia, operation, hospitalization or other treatment which might become necessary or advisable for my physical health and well-being during the Trek;
14. That buildOn is not and will not be responsible for any costs incurred in connection with any medical care or hospitalization incurred by me prior to, while on or after my return from the Trek;
15. That buildOn is not and will not be responsible for illness or injury from any non-sanctioned or non-sponsored buildOn events before, during, or after the Trek; and
16. That buildOn may terminate my participation in the Trek at any time prior to the Trek's departure if buildOn decides, in its absolute discretion, that my participation would not be in the best interests of me or buildOn;
17. I am fully aware of the current global COVID-19 virus outbreak, the current travel restrictions, and inherent risks involved when choosing to travel. I am aware that it is my personal decision to travel and am doing so with full knowledge of travel recommendations, restrictions, regulations, and risks with regards to COVID-19, as well as the possibility of future travel restrictions, and take full responsibility for my actions with regards to traveling.
18. I understand that it is my responsibility to have travel insurance with coverage for all medical needs or quarantine-related costs outside of Trek dates. I hold buildOn, its members, affiliates, and agents harmless if I elect to not purchase travel insurance or any denial of claim by travel insurer as it relates to Coronavirus or any other claim under the policy.
19. I understand that I bear the costs associated with seeking medical care outside of the Trek dates, costs associated with any necessary quarantines, including food, transport, rebooking flights, and any other costs incurred after the Trek dates.

We confirm our understanding that the Trek is not sponsored by or affiliated with any public or private school, nor is it governed by any travel policies of such school or school system.

In addition to the above agreements and confirmations, I consent, and my parent(s) and/or legal guardian(s) consent, to the use of all or any part of my personal interviews and quotes, and the

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use of photographs, images or audio or video recordings of me, take nor recorded by any person or entity during, relating to or in connection with the Trek, and we grant and give to buildOn (and its assigns, licensees and designees) the irrevocable right to use the same, including my biographical information (collectively, "My Likeness), for promotional, marketing or other publicity purposes. This irrevocable right includes the use of My Likeness in print, on the Internet, and all other forms of media now known or later created (collectively, the "Materials"). We waive any right to inspect or approve any uses that may be made by buildOn of My Likeness, and we agree that the Materials shall constitute buildOn's sole and exclusive property, with the full right of use and disposition in any manner that it deems fit.

***We have read this Form and fully understand and are familiar with its contents. We have been given ample opportunity to ask questions of buildOn and its staff concerning travel, living accommodations, safety, medical services and other matters relevant to the Trek.***

***In consideration of my approval and inclusion by buildOn in the Trek, and for other valuable consideration, we completely release, discharge and agree to hold harmless buildOn and its officers, directors, employees, assigns, licensees, designees, agents, volunteers, stakeholders, affiliated entities, insurers and sponsors, and all other persons and entities acting for or on buildOn's behalf (collectively the "Releases"), from any and all claims, suits, actions, demands, liabilities, expenses and costs of any kind and nature whatsoever (the "Damages") that I or we may now or hereafter suffer in connection with, relating to or resulting from my participation in the Trek, the use of my Likeness in any Materials, and the other matters set forth in this Form.***

***In connection with the above, we further agree:***

- (A) To WAIVE any and all claims that I or we may now or in the future have against one or more of the Releasees for any Damages that I or we may now or hereafter suffer in connection with, relating to or resulting from my participation in the Trek and the other matters set forth in this Form;***
- (B) To VOLUNTARILY ASSUME AND ACCEPT all known and unknown risks of personal injury and/or death while participating in the Trek; and***
- (C) To NOT FILE ANY CLAIM, LAWSUIT or ACTION, or BRING ANY OTHER PROCEEDING, for Damages against Releasees that is in conflict with or contrary to the agreements and understandings we have expressed and made in this Form.***

***In the event that any claim, lawsuit, action or other proceeding for Damages is commenced against one or more of the Releasees, we, either singularly and collectively, shall fully defend, indemnify and hold the Releasees harmless from and against any such claim, lawsuit, action or other proceeding.***

1. This Release shall be construed in accordance with and governed by the laws of the State of Connecticut excluding any choice of laws, rules or principles that would result in the application of the laws of any other jurisdiction. Exclusive jurisdiction for any matter arising hereunder shall be in the courts located in Fairfield County, Connecticut.

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- 2. I am under the age of eighteen and/or currently a high school student. My parent(s) and/or guardian(s) have signed below and they jointly and severally consent to my participation in the Trek, and agree to all of the foregoing in consideration of buildOn's acceptance of my participation in the Trek.

\_\_\_\_\_  
Participant's Name (printed)      Age      \_\_\_\_\_  
Participant's Signature      \_\_\_\_\_  
Date

\_\_\_\_\_  
Mother's Name (printed)      \_\_\_\_\_  
Mother's Signature      \_\_\_\_\_  
Date

\_\_\_\_\_  
Father's Name (printed)      \_\_\_\_\_  
Father's Signature      \_\_\_\_\_  
Date

STATE OF      ) COUNTY OF      )

SS.:

On this day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the ("Trek Participant"), and \_\_\_\_\_, the parent(s) and/or guardian(s) of the Trek Participant, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that, by their signature on the instrument, that they each executed such instrument.

Notary Public

Name (printed): \_\_\_\_\_

My Commission expires: \_\_\_\_\_