

## **BAHIA STREET VOLUNTEER PROGRAMS PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY**

**I. ASSUMPTION OF RISK.** I am voluntarily traveling to Salvador, Bahia, Brazil and participating in a volunteer work program offered by Bahia Street. I am aware that my participation in the volunteer work program, including travel within Brazil, working at Bahia Street's facilities, and all other related activities, are potentially hazardous and involve numerous risks of injury. I freely **ASSUME THOSE RISKS** in consideration of my participation in this volunteer work program, including the risk of any claim based on the actual or alleged **NEGLIGENCE** of anyone associated in any way with Bahia Street.

**II. FULL RELEASE.** In consideration of being allowed to participate in the volunteer work program at Bahia Street, I hereby **RELEASE** Bahia Street, its officers, employees and agents, and any other people officially connected with Bahia Street in any capacity, from any and all liability for sickness, injury or death from whatever source, damage to or loss of money or property, legal entanglements or imprisonment that might occur while participating in the volunteer work program at Bahia Street.

**III. INDEMNIFICATION AND HOLD HARMLESS.** I hereby **AGREE TO DEFEND, INDEMNIFY** and **HOLD HARMLESS** Bahia Street from any and all claims arising from my participation in the volunteer work program at Bahia Street, brought by me or on my behalf or from third parties injured by me, and hold Bahia Street, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property, including but not limited to, attorney's fees and costs.

**IV. PAYMENT AND CANCELLATION.** I am aware that Bahia Street will incur costs to organize and supervise the volunteer work program. If I am accepted for participation in the volunteer work program, I understand and agree to pay the participation fee to be charged by the specified deadline and accept Bahia Street's trip cancellation and refund policy.

**V. MEDICAL AUTHORIZATION AND INSURANCE.** I hereby state that I do not suffer from any chronic health conditions and am in sufficient physical condition to undertake the rigorous level of physical activity associated with international travel and the volunteer work program at Bahia Street schedule of activities. I **AUTHORIZE** anyone working with Bahia Street to call for such medical care for me or to transport me to the appropriate clinic or hospital if, in the opinion of anyone working with Bahia Street, medical attention is needed for me. I **AGREE TO PAY** all costs associated with such medical care and **INDEMNIFY** and hold Bahia Street, its representatives, agents, affiliates, directors, servants and employees **HARMLESS** from any costs incurred therein, or any claims arising therefrom. I hereby agree to maintain adequate insurance for any medical injury or condition that I may suffer as a result of my participation in the volunteer work program at Bahia Street and related activities. I agree to provide Bahia Street with proof of **MEDICAL INSURANCE** prior to departure and understand that my ability to participate in the volunteer work program at Bahia Street is conditioned upon providing such proof by a specified deadline.

**VI. PRIVACY WAIVER AND DISCLOSURE.** I hereby authorize Bahia Street to check my personal references and otherwise conduct a **BACKGROUND INVESTIGATION** as may be deemed necessary to determine my eligibility for participation in the volunteer work program. I hereby state that I have never been convicted of any criminal offense in any jurisdiction and have no criminal charges pending against me.

**VII. PERSONAL CONDUCT AND RESPONSIBILITY.** I understand that the volunteer work program at Bahia Street will necessarily involve personal and group interaction, travel and lodging in a foreign country that will be unfamiliar and potentially less comfortable than what is customary for me. I agree to be courteous, patient and understanding to other persons I encounter during the term of the volunteer work program. I understand that I will be expected to obey all **RULES OF CONDUCT** established for the benefit and protection of everyone associated with Bahia Street. *I also understand that I am solely responsible for fulfilling all visa and other entry requirements for travel to Brazil in advance of my departure date.*

**VIII. JURISDICTION AND DISPUTE RESOLUTION.** In consideration of Bahia Street making the work program available to me as volunteer experience, I **CONTRACTUALLY AGREE** that any and all disputes between myself and Bahia Street arising from my participation in the volunteer work program, including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON.** The **EXCLUSIVE JURISDICTION** thereof will be **BINDING ARBITRATION** under the Revised Code of Washington Chapter 7.04 and the Commercial Arbitration Rules of the American Arbitration Association or Washington Arbitration & Mediation Service or any other arbitrator by mutual agreement of the parties. The prevailing party shall be entitled to reimbursement of all dispute-related costs, including attorney fees and arbitration expenses.

**IX. ACKNOWLEDGEMENT.** I have read the foregoing **PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY** and understand its contents, including the jurisdictional agreement. I **ACKNOWLEDGE** and understand this to be a **FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**, that it includes any and all claims by me or anyone else on my behalf for any reason, **INCLUDING NEGLIGENCE**, and that I am contractually agreeing to these terms **FREELY, FULLY AND WITHOUT RESERVATION** in exchange for the right to participate in the volunteer work program of Bahia Street. If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

**I AM OVER 21 YEARS OLD AND AWARE THAT THIS IS A LEGALLY BINDING CONTRACT.**  
**I AM RELEASING MY LEGAL RIGHTS BY SIGNING THIS AGREEMENT.**

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_ DOB \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Cell Phone (\_\_\_\_) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

---

(Signature of Participant)

---

(Authorized Signature for Bahia Street)

Date