



## **VSF CAMPS INTERNATIONAL SRL: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

**For Participant and Parent or Legal Guardian**

### INTRODUCTION:

**Please read this entire Acknowledgement and Assumption of Risks & Release and Indemnity Agreement (hereafter, “Document”) carefully before signing.**

**The Participant/ Camper must sign this Document.** One of the participant’s parents or legal guardians (hereafter collectively “parent”) must also sign this document.

If I am a parent, I am entering into this Document for myself (“parent” or “myself” includes acting on behalf of my non-signing spouse, if any) and, if my child is a minor, on behalf of my minor child.

### **PLEASE NOTE:**

**Because of the unforeseen and unprecedented nature of COVID-19, VSF Camps International was forced to create new and altered programming during the past years and alter its registration, risk management and emergency response policies. VSF Camps International includes important information here, such as identifying some of the risks of COVID-19 in its programming environment.**

**I agree below to commit to and honor VSF Camps International ‘s policies, including those related to COVID-19, and, if I am a parent, reinforce those policies with my child.**

**As identified below, among other important provisions, I acknowledge that I am/my child is voluntarily participating in the activities despite the risks, including the risks associated with COVID-19.**

In consideration of the services of **VSF Camps International SRL**, doing business as **VSF Camps / Vivre Sans Frontières**, and its owners, members, managers, officers, directors, employees, agents and representatives, including its medical consultants, and all other affiliated persons or entities (individually and collectively referred to in this Document as “**VSF Camps**”) in allowing participant to participate in a **VSF Camps** (hereafter “Program”), **I (participant and parent) acknowledge and agree as follows:**

### **ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:**

Participating (whether attending, observing, or actively participating) in **VSF Camps’** educational, instructional, recreation and/or Program of activities in France includes risks.

These activities may be led or conducted by **VSF Camps**, staff, directors, independent contractors, or others and may include, but are not limited to hiking, backpacking, climbing, mountaineering, canyoneering, near pools or rivers, rock, and other environments.

**I acknowledge that the inherent and other risks, hazards, and dangers** (sometimes collectively referred to in this Document as “risks”) **of the activities can cause injury, property damage, death or other loss to participant or others, including the parent or other members of the parent’s or child’s family.**

The parent of a minor gives permission for their child to participate in all activities and agrees to discuss the nature of the activities and risks with their child.

**The following describes some, but not all the inherent risks:**

**Activities** may be mandatory or optional, scheduled, or unscheduled, supervised, or unsupervised, and include activities undertaken during participant’s free and/or independent time.

Zipline, canopy tours, ropes or challenge course activities, all of which can include top roping, belaying and rappelling and use of ropes, harnesses and/or other technical gear; camping; scuba diving, including training and certification; snorkeling; whitewater rafting, kayaking, canoeing, surfing, stand-up paddle boarding, sailing or other boating or paddle sports in oceans, rivers or other water bodies; swimming and sliding on natural water slides; fishing; use of alpine slides; skiing or snowboarding; road and mountain bicycling on roads or trails; horseback riding and horse-packing; leadership and wilderness first aid skills and certification; interactive games and other sporting activities; sightseeing, cultural tours and/or travel in urban, rural and/or remote areas; socializing; volunteer/community service; outdoor cooking or other chores.

Holiday centers, camp sites or other accommodations; use of any equipment, facilities, or premises; and travel (for example) in airplanes, vans, buses, taxis, cars, trucks and/or other vehicles, or by gondola, ski-lift, boat, bike, foot, animal or by other means (collectively referred to in this Document as “activities”).

**Any recreation or physical activity.**

Risks include that a participant may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, or encounter other hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven, or difficult terrain; not control his or her speed or experience equipment malfunction.

**Outdoor environment**

Risks include travel in high-altitude, mountainous and wilderness terrain, both on and off trail, including at ski areas.

Participants’ travel may be subject to storms, including rain, lightning, snow or ice, hail, strong winds or white-outs; extremely hot, humid or cold weather or water and rapid and unpredictable weather changes; flash floods; mud, snow or rock slides, or earthquakes; fast moving rivers or other water bodies, including currents and whitewater; steep, exposed and rugged terrain; falling rocks; boulder fields; falling or fallen timber; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; close and unpredictable contact with wild or domestic animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

### **Judgment and decision-making.**

Staff or others, including participants, must make various judgments and decisions in a variety of environments that are, by their nature, imprecise and subject to error. Risks include that the participant or a co-participant, staff member, contractor or other person may misjudge the participant's (or other's) capabilities, health, or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water conditions or route location.

**Travel can involve unique risks**, such as political unrest, terrorism, contact with unusual diseases, exposure to contaminated food or water, dangerous road or travel conditions, thievery, abduction, and other risks.

Participants may be subject to laws and legal systems in France that do not provide the same protections as the U.S. legal system / or as camper's country's legal system.

**NOTE:** Although **VSF Camps International's Directors** consider current geo-political climates in choosing Program locations, staff are not experts in assessing the likelihood of terrorist activity, political unrest, health threats, the need for vaccinations or other issues. Participant (and the parent of a minor) is responsible for conducting his or her own independent investigation through the French Government Health or Interior Ministry or Centers for Disease Control, World Health Organization, or other sources.

### **Personal health and participation.**

The participant's mental, physical, or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known, or unknown, combined with participation in the activities includes risks. Although **VSF Camps** review participant's submitted health information, **VSF Camps** cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

**NOTE:** There are risks associated with participant's contact with other persons, spaces, equipment or otherwise, including the risk of a participant, staff, parent or other persons' carrying, being infected by or contracting **SARS-CoV-2** (virus) and/or **COVID-19** (resulting disease) or other disease, virus or bacteria before, during or after the activities and/or transmitting it to others, including vulnerable and at risk populations in the program community or a participant's home community.

### **Geographic location.**

Activities may take place in remote locations in the countryside, away from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation, and medical care. Medical facilities may be primitive, inadequate, or inaccessible. Additional delays can result if circumstances require transport from France back to the U.S, or participant's country of residence for medical care. Staff or others may or may not have access to wireless communication devices (including cell or SAT phones); nevertheless, use of these devices in any location is unreliable and inconsistent.

### **Equipment.**

Risks include that equipment used in an activity may be misused, may not fit, or may break, fail, or malfunction. This includes participant's personal equipment, **VSFCamps' / Partner Camp organization 's equipment** or other equipment (whether purchased, borrowed, or rented).

Participant assumes full responsibility, along with the parent of a minor, for choosing appropriate personal equipment, and for the fit and condition of their equipment. **VSF Camps's** staff or its contractors may recommend or require safety equipment for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of this gear is not a guarantee of safety, and injury can occur even with the use of this gear.

### **Cooking, camping and travel.**

The risk of gas explosion, scalding or other burns associated with tending to, cooking over or being near a gas or propane stove or open fire. Contaminated water is a risk in natural or primitive settings. Food or water is also provided by vendors, contractors, host families or public restaurants with risks of contamination or allergic reaction. Camp sites may be subject to falling trees and/or branches, floods, wildlife disturbances, and other hazards.

### **Free time.**

Participants will have free and/or independent, unsupervised time before, during or after activities and at other times and will not always be watched or supervised during sleeping hours.

### **Participant conduct; interactions with people.**

Risks associated with the participant's interactions with other participants or third parties including any person's carelessness or other misconduct, reliance on or interactions with **VSF Camps**, its contractors, or other known or unknown persons, including the possibility of inadvertent touching by -or unwanted sexual advances from -anyone.

### **The inherent risks –and any other risks - may result in participants:**

falling partway or falling to the ground or into the water, snow, rock, mud; being struck by, colliding with or impacting objects, people, vehicles, animals or the bottom of a water body; experiencing vehicle or boat collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions, being subjected to sexual abuse or assault; being exposed to, contracting and/or transmitting to others life threatening human/animal/insect/other borne communicable and/or contagious diseases, such as but not limited to COVID-19(via the SARS-CoV-2 virus),or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, or heat exhaustion/stroke), dehydration, hyponatremia, drowning or suffocation, high altitude sickness (i.e. High Altitude Pulmonary or Cerebral Edema), SCUBA related de-compression sickness or lung expansion injury, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, illnesses, cuts, wounds or other injury, damage, death or loss.

### **I (participant and parent) further agree:**

- **To review all materials received, complete all required forms, abide by the terms of those documents, and obey all rules and other policies, including my agreement and consent to new policies developed in light of COVID-19, identified in the document we sent you « Responsible Together: In Covid-19 - Our Disclosure and Parent & Participant Commitment, or otherwise »;**
- **VSF Camps International SRL** or contractors are available should I have further questions about the activities, the associated risks, or other issues.

- To disclose any mental, physical, or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to him/herself or others.
- The information provided above or otherwise is not complete, other unknown or unanticipated activities, risks and outcomes may exist, and **VSF Camps, its directors, officers team members, or partner camp organizations**, cannot assure participant's safety or eliminate any of the risks; always, participants share in the responsibility for their own and the group's well-being.
- If participant is borrowing, renting, or purchasing new or used equipment from **VSF Camps**, the equipment comes "AS-IS," and **VSF Camps** disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment.
- **VSF Camps contracts** with individuals/organizations that are independent contractors (not their employees or agents) to provide many of the services and activities participants will engage in. **VSF Camps International** does not supervise or control these contractors and is not legally liable or responsible for their conduct.
- **Participant is voluntarily participating with knowledge of the risks.** Therefore, participant and parent assume and accept full responsibility for the inherent risks, and any other risks - whether inherent or not - of the activities (known or unknown, identified or not), and for any injury, damage, death, or other loss suffered by participant (and parent) resulting from those risks, including the risk of participant's own negligence or other misconduct.

**Participant/parent further agree to assume and accept any increased risks to the participant, parent, or others, related to participant participating in a VSF Camp 'programming during the COVID-19 Pandemic.**

**RELEASE & INDEMNITY AGREEMENT: Please read carefully.**

**This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, and parent for myself and, if my child is a minor, for and on behalf of my participating child) agree:**

- 1) **to release and agree not to sue VSF Camps** (as more fully defined, above), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Program and/or activities.
- 2) **I understand I agree here to waive all claim/s I or my child may have against VSF Camps bind me/ my child's estate and any family member/heir/other party bringing claim/s, and agree that neither I, my child nor anyone acting on my or my child's behalf, will make a claim against VSF Camps as a result of any injury, damage, death or other loss suffered by me or my child;**

- 3) **to defend and indemnify** (“indemnify” meaning protect by reimbursement or payment) **VSF Camps**, with respect to any and all claim) brought by or on behalf of me, my participating child, spouse or other family member/s or/ my child’s heir/s or estate for any injury, damage, death or other loss in any way connected with my/my child’s enrollment or participation in the Program and/or activities) brought by a co-participant or any other person or entity for any injury, damage, death or other loss in any way connected with my/my child’s enrollment or participation in the Program and/or activities, including claim/s brought by a medical care provider, insurer, or other third party as a result of medical or other care or services provided to the participant, including transportation and evacuation costs.

**This Release and Indemnity Agreement includes claim/s of or resulting from VSF Camps ‘negligence (but not its gross negligence or willful and want on misconduct) and includes claim/s for personal injury or wrongful death (including but not limited to claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, breach of contract or any other claim.**

OTHER PROVISIONS:

**I (participant and parent) agree:**

- Dominican Republic’s law (without regard to its "conflict of laws" rules) governs this Document, any dispute participant or parent have with **VSF Camps** and all other aspects of participant’s or parent’s relationship with **VSF Camps**, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered only in PUERTO PLATA, Dominican Republic, which shall be the sole jurisdiction and venue for any such proceeding. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Dominican mediator.
- I authorize **VSF Camps** staff or other medical personnel to obtain or provide routine or emergency medical care for participant, to transport participant to a medical facility, and/or to provide treatment they consider necessary for participant’s health.

I agree to the release (to or by **VSF Camps**) of any records necessary for treatment, referral, billing, or insurance purposes. I agree that **VSF Camps** has no responsibility for medical care provided to participant and agree to pay all costs associated with that care and transportation, including medical and/or evacuation costs.

**VSF Camps has** the right to dismiss any participant if a staff member believes, in his/her sole discretion, that participant presents a safety concern or medical risk, is disruptive or otherwise conducts him or herself in a manner detrimental to the activities. If participant is dismissed or departs for any reason, parents are responsible for all costs of this early departure.

• I (parent) agree that if my status as a minor’s parent is challenged or found invalid, at any point, I agree to release, not to sue, indemnify and defend Wilderness Adventures **VSF Camps** to the fullest extent allowed by law and per the provisions of this Document, just as if I were the child’s legal parent.

- Parent/adult participant are fully responsible for participant during travel time to and from their in-country destination and/or a designated **VSF Camps** meeting point in Paris France, or another country.

• **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any part of this Document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remainder, and those remaining provisions shall continue in full force and effect.**

**Participant and parent each agree:**

I have carefully read, understand, and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and participant's/parent's other family members, heirs, executors, representatives, Subro gees, assigns and estate. The participant and one parent must sign this Document.

**I understand my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of this Document.**

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Camper's Name	Signature	Birthdate
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Parent/Guardian 's Name	Signature	Date
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VSF CAMPS INTERNATIONAL S.R.L.  
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