



Consent, Release and Participation Agreement 2024 Summer Programs

Note: This Consent, Release and Participation Agreement (the "Agreement") is a legally binding agreement. Do not sign this Agreement until you have read it carefully and understand its contents. This Agreement must be signed by you and, if you are under 18 years of age, by both of your parent(s) or legal guardian(s). All parties must sign the end of the document, which acknowledges your receipt of and understanding of the content provided. For minors, if only one parent or guardian is able to sign, this Agreement must be accompanied by a legally binding document (e.g., death certificate, divorce decree, etc.) that verifies sole custodial rights of the signing parent or guardian. Guardianship papers must be submitted when applicable.

I, _____ (the "Volunteer"), hereby request permission to participate in the training programs and the service program, which includes all related travel and transportation (collectively, "Service Program") sponsored by AMIGOS DE LAS AMÉRICAS, INC. and its licensed and/or affiliated chapters (collectively, "AMIGOS"). Upon the beginning of training or acceptance of my application by AMIGOS, whichever occurs first, I certify and agree as follows:

1. I will secure all inoculations against infectious diseases determined by AMIGOS as necessary or appropriate and will provide evidence of current effective inoculations required by AMIGOS prior to my service date upon request. Required immunizations may be found at this link: <https://amigosinternational.org/forms/AMIGOS-Required-Immunizations-Summer-Programs.pdf>.
2. I understand that my acceptance to and participation in the Service Program is contingent upon my ability to meet the AMIGOS General Health Criteria (including physical, mental, and behavioral health requirements) as described below.
3. I will comply with all policies and procedures related to infectious diseases including but not limited to COVID-19. These policies and procedures may include submission of negative COVID-19 PCR nasal swab test or other negative test, pre-departure quarantine, on program physical distancing and masking. I agree that if I do not follow any procedures determined by AMIGOS I may be unable to participate in the program and will be eligible to transfer to a later start date.
4. I understand that AMIGOS will inform me ahead of time as to whether or not the Service Program will take place, and as to whether or not I will be able to participate, given current country, county, or state entry regulations. In the event of cancellation, I understand that the Cancellation Policy stated in the Finance Policy for the subject Service Program (the "Finance Policy"), which terms and provisions are hereby incorporated by reference with the same force and effect as though fully set forth herein, will apply.
5. I will secure a valid passport, identification, and/or any visas necessary for travel to the Service Program prior to my service date and will comply with all passport and visa requirements set by AMIGOS. I will secure identification documents in compliance with RealID regulations.
6. I agree to fully comply with all rules and regulations established by AMIGOS for the conduct of Volunteers in the Service Program, including, without limitation, the AMIGOS Standards of Personal Conduct (the "Standards") listed here.



The AMIGOS volunteer will:

- a) Be thoughtful and self-reflective when interacting with others. Be self-accountable for their decisions, behaviors, and actions and communicate their needs in a healthy manner. Take ownership for their health and safety and will avoid activities and/or behaviors that may be detrimental to themselves, others, or to the program. This includes but is not limited to abiding by the laws of the country in which the volunteer is located, avoiding contact with any animals, and adhering to infectious disease protocols including but not limited to COVID-19 ("Infectious Disease(s)") mitigation protocols such as wearing face masks, complying with mandatory isolation, or quarantine, if applicable, or adhering to social distancing when directed and/or appropriate.
- b) Follow the laws of the host country, county, and state and country, county, and state of residence of the volunteer and in line with these laws will not use or possess any drugs that are illegal in the host country, county, or state, your country, county, or state of residence, or the United States.
- c) Be conscientious of their surroundings and assigned work area. Only leave their assigned work area and/or group once they have been granted prior permission from AMIGOS Program Staff.
- d) Excluding travel to or from a Service Program activity in the United States, not be a passenger on or operate motorcycles, ATVs, electric scooters, electric bikes and the like, and only be a passenger on motorized vehicles such as cars, trucks, and buses.
- e) Recognize the dangers of firearms, fireworks, or explosives and avoid any contact with such thing.
- f) Be respectful, courteous, and kind. Avoid any acts of harassment, aggression, or bullying, as defined by AMIGOS.
- g) Not consume alcohol during the duration of the program.
- h) Avoid the use or possession of all tobacco or cannabis products including vaping, E-Cigarettes, cigarettes, edibles, or anything containing nicotine, cannabis, CBD, or hemp derived oil or distillate.
- i) Maintain platonic friendships and avoid any intimate or amorous relationships. This includes, but is not limited to, a relationship with any of the following: community member, Program Staff, or another volunteer.

I understand that I am to comply with all rules and regulations established by AMIGOS while in training and Service Program locations. I confirm that I have read the Standards above and understand them in their entirety.

7. All Service Programs: I will fully disclose to AMIGOS all facts relating to my physical, mental, and behavioral health history and, if I am over 18 or turning 18 before the project start date, my criminal record through a background check. If there is any change in my current physical or mental or behavioral health condition or in my criminal record prior to my departure for Service Program locations, I will immediately inform AMIGOS in writing of all facts. I understand that failure to submit accurate and complete information about my physical, mental, and behavioral health history, my current condition, and my criminal record may result in my dismissal from the Service Program. I certify that I am now covered, and at all times while participating in the Service Program will remain covered, by health insurance for illness and injury. I further understand and agree that AMIGOS will not be responsible for covering expenses for any major medical care or hospitalization. I will provide documentation of my health coverage to AMIGOS prior to the start of the program.



Service Programs in the United States: In addition to the above, I certify that I am now covered, and at all times while participating in the Service Program will remain covered, by dental insurance. I will also provide proof of dental insurance coverage to AMIGOS prior to the start of the program.

8. I will bring all medications (including hormone therapy) and medical devices specified as necessary and required of me by my AMIGOS Self-Care Agreement. I understand that I am responsible for bringing sufficient supply of all prescription medications for the duration of my AMIGOS program. If I possess any medications (prescription or non-prescription), I understand that it will be my sole responsibility to always safeguard and self-administer the medication. AMIGOS will not be responsible for lost or stolen medications. I, individually and on behalf of my family, respective heirs, successors, personal representatives and assigns, hereby release and forever discharge AMIGOS and its officers, trustees, employees, contractors and representatives from all liability of any kind for claim, demand, action, cause of action, damage, judgment, cost or expense that arises out of or relates in any manner to the use, misuse, theft, loss or failure to adequately safeguard my medications at any time, without limitation.
9. **Service Programs in Latin America:** I agree to fully reimburse or cause the full reimbursement to AMIGOS for all costs incurred exceeding \$300 related to medical care provided during my AMIGOS experience. This includes all of the administrative processes in submitting a claim to my primary insurance carrier and subsequently turning over all funds received from all claims.

Service Programs in the United States: I do hereby agree that it is my responsibility to cover any co-pays, prescription costs, or any related health care and/or dental care expenses incurred during the Service Program. I agree to fully reimburse or cause the full reimbursement to AMIGOS for all funds associated with medical expenses. This includes all of the administrative processes in submitting a claim my primary insurance carrier and subsequently turning over all funds received from all claims. In the event of an emergency or when medical services are sought, I understand that AMIGOS cannot guarantee the medical provider and services received will be in-network with my health insurance company. I am responsible for all resulting out-of-pocket medical expenses.

10. I understand that I am accepted on the condition that I have been cleared by the AMIGOS health screening process and my physician, I have successfully completed the training programs outlined by AMIGOS, and I have paid all costs related to my participation. I understand that failure to meet general health criteria or failure to complete training may result in my deferment from participation in AMIGOS.
11. AMIGOS Programs are challenging programs that require a significant amount of responsibility from Volunteers. AMIGOS works to support Volunteers as well as their personal health and well-being. Nonetheless, occasionally Volunteers make decisions that put their own health and safety at risk or that damage the reputation of AMIGOS.
12. I understand that AMIGOS may contact my parent or guardian and deny or terminate my participation in the Service Program if any authorized representative of AMIGOS determines, in his or her sole discretion, that (i) my actions, behavior, physical, mental, or behavioral health, either in the past or during participation in the Service Program may jeopardize me, the Service Program or any of the volunteers therein or otherwise create any undue burden on the AMIGOS staff or other volunteers, or (ii) my conduct at any time fails to comply with the Standards or discredits the status or reputation of AMIGOS. In such event, I will withdraw from the Service Program and, if I am already engaged in the Service, I will return to my home residence when directed to do so by AMIGOS, at my



own expense and with no refund of program fees. If I must return to my home residence at a date different than originally scheduled, I understand that I am solely responsible for the additional cost of changing my return travel itinerary. I will also be responsible for paying the administrative fee of \$350 if I do not adhere to the Standards outlined above or if I choose to return to my home residence under my own volition. Additionally, I will be responsible for paying any costs associated with said travel to my home residence, including the added cost of staff support or airline accompaniment services, if deemed necessary by AMIGOS. I acknowledge that I will not receive a monetary refund from AMIGOS.

13. I agree that my participation in the Service Program will be limited to the period commencing on the date I first engage in any activity with AMIGOS until the date my participation in the Service Program terminates, for whatever reason. The release and consent provided and payment obligations survive termination of this Agreement. I further agree:
- a) I consent and agree to the disclosure (if and when determined by the President & CEO of AMIGOS, or his/her authorized designee, to be necessary or appropriate) by AMIGOS: (i) to my parent(s) and/or legal guardian(s) of information pertaining to my physical, mental, and behavioral health during my participation in the Service Program, including any assault resulting in physical or emotional harm; (ii) of information of a personal or confidential nature for purposes of promoting or protecting my personal health or safety; (iii) to my insurance provider for purposes of arranging and paying for medical treatment, as well as to private third-party medical and mental health consultants for the purposes of health screening to participate in the AMIGOS program.
 - b) I consent and agree to the release (i) by any third party to AMIGOS and its insurance carriers of my name and medical information that may relate to any injury I may suffer arising from my participation in the Service Program; (ii) the release of information surrounding my own positive Infectious Disease diagnosis to my parent(s) and or legal guardian(s); (iii) anonymously, of information surrounding my own positive Infectious Disease diagnosis with other members of my cohort and the parent(s)/legal guardian(s) of the other members of my cohort; and (iv) anonymously, of information regarding my own positive COVID-19 or other Infectious Disease diagnosis or other illness for the purpose of data reporting to AMIGOS constituencies.
 - c) I hereby authorize any insurance company, prepayment organization, employer, hospital, or physician to release all information that may have a bearing on the benefits payable under the insurance policy provided by AMIGOS or any other plan providing benefits or services. I further authorize AMIGOS to disclose my protected health information, including copies of my medical records and regular verbal report, to the AMIGOS provided insurance policy provider.
 - d) If I have reached an age of majority or 18 years of age or will reach majority age or turn 18 years of age during the AMIGOS program, I hereby authorize AMIGOS to contact my parent or guardian if AMIGOS staff perceive that I am putting my health and safety at risk or damaging the reputation of AMIGOS, partner agencies, or other stakeholders. For example, AMIGOS staff may contact my parent if I violate the Standards above or require medical attention.
 - e) I, the adult AMIGOS Volunteer or soon-to-be adult AMIGOS Volunteer, hereby authorize AMIGOS staff to contact my parent or guardian if they perceive that my actions are putting my health and safety at risk or are damaging the reputation of AMIGOS, partner agencies, or other stakeholders in the program.



14. I hereby give AMIGOS, its assigns, contractors, licensees, and legal representatives the irrevocable right to use my name, pictures, voice and/or likeness in all forms and in all manners for advertising, for promotion, or for any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, that may be created in connection with my participation or attendance at an AMIGOS program or event.
15. I understand that if I bring an electronic communication device while participating in the Service Program, I may be required to allow Program Staff to take possession of that device for the duration of the Service Program. I acknowledge that AMIGOS assumes no liability in the event of damage, loss, unauthorized use by any person, or theft of my electronic devices. Volunteers are discouraged from bringing personal property of significant financial or personal value. Nonetheless, I acknowledge that I am responsible for the security of my personal property, including but not limited to: articles of clothing, jewelry, medical devices, electronic devices, cameras, personal computers, and cellphones; and that AMIGOS assumes no liability in the event of damage, loss, or unauthorized use by any person or theft of any such personal property. I recognize that it is my sole responsibility to purchase sufficient insurance to cover my personal property.
16. In my role with AMIGOS, I may create or add to works for AMIGOS ("Works"). I understand that the copyright in such Works is held by AMIGOS.
 - a) If I create any Works as a volunteer of AMIGOS, I assign the copyright in the Works to AMIGOS in exchange and in consideration for my participation in the Service Program.
 - b) Regarding these Works and all AMIGOS' training and program material, I understand that I may use them only in the context of my efforts for AMIGOS and for no other purpose. I may not copy, transmit, display, distribute, or materially modify the Works unless I receive AMIGOS' prior written permission.
17. In consideration of the acceptance by AMIGOS of my participation in the Service Program, I hereby:
 - a) Acknowledge and fully understand and agree that (i) my participation in the Service Program will involve activities that may occur in remote, underdeveloped, and/or politically sensitive areas; (ii) during the course of my participation in the Service Program, I may be subjected to risks of disease and/or injury and/or risks to my personal safety and welfare; and (iii) if it becomes necessary for me to receive medical services while participating in the Service Program, such medical services may not be immediately available and, where available, may not be provided at a level equivalent to medical services in my state or country of origin. I FULLY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE SERVICE PROGRAM.
 - b) Acknowledge and agree that by signing this Agreement, I am releasing AMIGOS, its licensed and/or affiliated chapters, and their respective staff, officers, trustees, directors, employees, agents, contractors, physicians, mental health professionals, host country sponsors and other Volunteers in the Service Program (hereinafter individually and collectively referred to as "Released Party") from liability for any act, omission, or negligence in connection with or in any way related to my participation in the Service Program, unless the same results from any willful misconduct or gross negligence on the part of such Released Party;
 - c) I WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE any Released Party for or in connection with any and all loss, claims, damages, liabilities, costs (including, without limitation, attorneys fees and associated expenses), or actions (INCLUDING, WITHOUT LIMITATION, ANY LOSS, CLAIMS, DAMAGES, LIABILITIES, COSTS OR ACTIONS ATTRIBUTABLE TO THE NEGLIGENCE OF ANY RELEASED PARTY,



UNLESS THE SAME RESULTS FROM ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF SUCH RELEASED PARTY) in any way arising out of, connected with, or attributable to my participation in the Service Program including, without limitation, contracting any infectious diseases, any inoculations, general medical treatment, or emergency medical treatment, including surgery, rendered to me, personal injuries, death, property losses, or any other loss .

18. If the Volunteer is under 18 years of age on the date of this Agreement, this Agreement must be signed by such Volunteer's custodial parent(s) and/or legal guardian(s) who agree as follows:
- a) In consideration of AMIGOS allowing my child to participate in the Service Program, I hereby confirm that my child is fit for, and I hereby consent to, my child's participation in the Service Program.
 - b) I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE any Released Party for or in connection with any and all loss, claims, damages, liabilities, costs (including, without limitation, attorneys fees and associated expenses) or actions that I or my child may allege against any Released Party (INCLUDING, WITHOUT LIMITATION, ANY LOSS, CLAIMS, DAMAGES, LIABILITIES, COSTS OR ACTIONS ARISING OUT OF THE NEGLIGENCE OF ANY RELEASED PARTY, UNLESS THE SAME RESULTS FROM ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF SUCH RELEASED PARTY) in any way arising out of, connected with, or attributable to my child's participation in the Service Program (including, without limitation, any inoculations, general medical treatment, or emergency medical treatment, including surgery, rendered to my child in event of need).
19. I understand that AMIGOS cannot guarantee that I or my/our child will remain free from exposure to Infectious Diseases nor can AMIGOS guarantee that I will not contract or spread Infectious Diseases while participating in the Service Program.

AMIGOS reserves the right to implement any requirements before or during the Service Program based on medical advice and the judgment of AMIGOS Health and Safety Management team. Program activities or locations may need to be altered or discontinued, potentially at the last minute or during the program.

I agree that if I do not follow any procedures determined by AMIGOS, I may be unable to participate in the Service Program.

This form allows select staff at the AMIGOS National Office and designated third party contractors to screen the confidential health and mental health forms of volunteers. ACCEPTANCE INTO THE AMIGOS PROGRAM IS PROVISIONAL UNTIL ALL HEALTH SCREENING HAS BEEN COMPLETED. For the Health Information sections of the application, please be candid in disclosing health history and any current conditions for which you may have been treated within the last two years. Disclosure of chronic medical or psychological diagnoses does not automatically disqualify you but will necessitate careful screening to assess whether you can be adequately supported in the AMIGOS program.

- a) I understand that in order to be accepted into an AMIGOS program, all volunteers must meet the following general health criteria:

- i. **Physical Health Criteria**

- To participate in the AMIGOS program, a volunteer must be able to perform the following "major life activities" as defined in the Americans with Disabilities Act

of 1990:

- a. Caring for oneself
- b. Performing manual tasks
- c. Walking
- d. Seeing
- e. Hearing
- f. Breathing
- g. Speaking
- h. Learning
- i. Working

Volunteers must also be willing to sign and adhere to a Self-Care Agreement or Action Plan, if required, and must comply with Section 8 of this Agreement.

In addition, the following variables will be given serious consideration when determining the eligibility of an applicant to the AMIGOS program.

- Successful completion of the pre-summer training.
- The ability to be independently mobile, such as but not limited to, walking on uneven terrain for distances of multiple miles and maneuvering elevations unaided.
- The extent and availability of necessary medical treatment, monitoring, or physician follow-up in-country for the disclosed conditions or illnesses.
- Possible undue burden on the host family or community due to accommodations required for the health and safety of the applicant in question.

ii. **Mental and Behavioral Health Criteria:**

To participate in the AMIGOS program, a volunteer must meet the following criteria:

- No acute psychiatric diagnosis or episode or psychiatric hospitalization within the past year prior to the current application to AMIGOS;
 - No new psychotropic medication(s) (any medication capable of affecting the mind, emotions, and behavior such as antidepressant/anti-anxiety agents, antipsychotic drugs, mood stabilizers, anticonvulsant medication, stimulants for the treatment of ADHD, etc.) within six months of departure for country assignment;
 - No major changes of existing psychotropic medication(s), including sudden stoppage, within three months of departure for country assignment;
 - Relative stability (verified by the treating clinician) over the last year, if a history of chronic depression, anxiety, or other psychological or behavioral diagnoses exists. Some diagnostic categories will be ruled out depending on AMIGOS' assessment as to whether these volunteers constitute more risk for health and safety than the Project Staff Team can manage; and
 - Willingness by the volunteer to sign a Self-Care Agreement which holds them accountable for administering their own prescribed medication(s) (antidepressant, stimulant, anti-anxiety agent, etc.) and monitoring their mental health, reporting immediately any new or familiar symptoms.
- b) If you note a psychological condition on the online Personal Information section, an AMIGOS medical or mental health professional or the AMIGOS Director of Health and Safety may contact you, if you are under 18, or your parent(s)/legal guardian(s) to ask some specific questions and to obtain a release to speak to your treating clinician. After careful screening



of all the data, the National Office of AMIGOS will decide whether or not to accept your application.

- c) INTENTIONAL NON-DISCLOSURE OR MINIMIZATION OF IMPORTANT HEALTH HISTORY (physical or psychological) MAY RESULT IN DISQUALIFICATION FROM THE SERVICE PROGRAM, even if the volunteer is already on the Service Program. Volunteers and/or their families will be responsible for fees associated with travel home, including any staff costs and/or airline accompaniment fees, plus an additional \$350 administrative fee. If an AMIGOS Volunteer under the age of 18 needs to return home from the AMIGOS Service Program due to a mental or behavioral health issue, AMIGOS reserves the right to determine that the Volunteer is not safe traveling alone and may request that a parent/legal guardian or AMIGOS representative accompany the Volunteer on their travel home. Volunteers and/or their families are responsible for any expenses associated with this travel. In addition, any change in health status prior to departure must be reported immediately to the National Office through an email to healthandsafety@amigosinternational.org or a phone call to 713-782-5290 and request to speak to the Director of Health and Safety. Further screening will be performed when a new issue or change in physical or mental health status arises.
- d) AMIGOS has many volunteers each year who have histories of physical and mental health challenges, for which they have been adequately treated. However, there are some applicants each year for which we cannot provide adequate support, given the status of their current health. Any decision to defer an applicant's participation because of medical or mental health challenges is made out of concern for the applicant's health and safety. AMIGOS RETAINS THE RIGHT AND RESPONSIBILITY TO DEFER ANY APPLICANT WHO CANNOT ADEQUATELY BE SUPPORTED WITH OUR CURRENT STAFF CAPABILITY AND MEDICAL-MENTAL HEALTH CONSULTATION EVEN IF THE APPLICANT'S OWN TREATING CLINICIAN IS ENDORSING THEIR PARTICIPATION. AMIGOS would welcome another application in the future, once their medical or psychological health status meets our health criteria for participation. Please understand that your acceptance into the AMIGOS program is provisional until all health screening has been completed. You will be required to complete the Physical Health Form, which requires your physician's signature, the Mental and Behavioral Health Form (if applicable), which requires any treating mental or behavioral health clinician's signature, and the Health and Volunteer Update form, which is due closer to departure to the Service Program.

20. This Agreement may not be modified orally, and a waiver of any provision of this Agreement will not be construed as a modification of any other provision hereof or as a consent to any subsequent waiver or modification. Every term and provision of this Agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, such finding will not affect the other terms and provisions hereof, all of which will remain binding and enforceable. This Agreement shall be binding upon each person who has signed it and his or her respective heirs and legal representatives. The terms of this Agreement shall prevail over any contradictory or conflicting provision in any written communication or other agreement or document from AMIGOS. A Volunteer who turns 18 years old after signing this Agreement shall continue to be bound by the terms and provisions hereof as if he or she had executed the Agreement after reaching the age of majority. A volunteer who is over the age of 18 or turns 18 after signing this agreement agree that AMIGOS can release their financial information to their parents/legal guardians as listed on their application.



21. CHOICE OF LAW AND VENUE: This Agreement, other program documents and any dispute related to participation in the program will be governed by and construed in accordance with the laws of the State of Texas, and exclusive venue of any action brought hereunder will lie in Harris County, Texas before a court of competent jurisdiction. I knowingly and forever waive my right to a trial by a jury. This Agreement may be executed by facsimile or electronic signatures and in multiple counterparts, all of which will constitute one and the same Agreement.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS CONSENT, RELEASE AND PARTICIPATION AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

With the intent to be legally bound, AMIGOS and the Volunteer have hereby caused this Agreement to be executed.

Volunteer Signature: _____

Volunteer Name (Please Print): _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Parent/Guardian 1 Signature: _____

Parent/Guardian 1 Name (Please print): _____

Date: _____

Parent/Guardian 2 Signature: _____

Parent/Guardian 2 Name (Please print): _____

Date: _____

Note: If the Volunteer is under 18 years of age, all custodial parents or legal guardians must sign this release.