

# Terms and Conditions

## VOLUNTEER AGREEMENT

Thank you for your interest in Cultural Connections and Volunteers LLC ( CCandV) This Volunteer Agreement (“Agreement”) is made between you, (the “Volunteer”) and Cultural Connections and Volunteers LLC (dba: ccandv.org / CCandV) The Agreement provides the basic terms and conditions that you agree to abide by in exchange for participating in the Volunteer Program.

Please review carefully and let us know if you have questions.

Cultural Connections and Volunteers LLC (hereby referred to as CCandV) and the Volunteer agree to the following:

### **1. Volunteer Agreement and Fee**

#### *A. Volunteer Agreement*

By Submitting an Application I indicate that I have read and agree to be bound by all terms of this agreement. All services and volunteer arrangements provided by CCandV are contingent on return of the program fee and this agreement.

#### *B. Program Fee*

The Volunteer will pay in full the program (“Program Fee”) at least 60 days before the start date of the program. A nonrefundable deposit (registration fee) of \$350 is in addition to the program fee, and is due with return of this Agreement. No spot shall be reserved for a volunteer until the deposit is received. If the program start date is less than 60 days away, the full program fee is due immediately.

The Program Fee includes all accommodations and meals from the start date to the end date provided on the application for the project (“Project Period”). The Program Fee does not include: visas, airfare and travel to/from the host country; personal expenses; personal care; vaccinations; insurance; criminal background check.

### *C. Additional Information*

The Volunteer will promptly provide CCandV with any additional information requested by CCandV. If needed information is not provided by a date requested by CCandV, the volunteer spot may be cancelled. Such additional information includes: (a) flight arrival time and location; (b) any food or meal restrictions; (c) disclosure of medical conditions relevant to the project or travel (d) background check (e) copy of passport.

## **2. Volunteer Project and Placement.**

### *A. Project Placement*

CCandV will make reasonable efforts to place the Volunteer in a project placement as described on its website and related literature. However, the actual placement or project may differ as reasonably required by circumstances. The Volunteer understands and agrees that the Volunteer will be on site the project for full days and to make best efforts to be productive and contribute to the project during the Project Period.

### *B. Volunteer Leader*

CCandV will contract with a designated contact person in the host country to act as a volunteer leader during the Project Period (“Volunteer Leader”). The Volunteer Leader will act as the primary point of contact for the Volunteer during the Project Period.

Specifically, the Volunteer Leader will, during the project placement: (i) meet volunteers at the airport when possible; (ii) arrange for room and board in the host country with the host family or hostel; (iii) provide orientation, general safety precautions, and related issues; (iv) introduce volunteers to project staff; and (v) offer emergency help or support if reasonably possible and as needed.

### *C. Accommodations and Meals*

Accommodations and meals will be basic to moderate and vary depending on country, local conditions, and the project. Any accommodations are intended for use by program volunteer participants only. If the Volunteer chooses to spend time away from the accommodations provided during the Project Period, or to supplement meals, it will be at the Volunteer's expense. CCandV reserves the right to change housing arrangements at any time as needed.

Volunteers will be provided with three meals per day and water safe for drinking and tooth brushing. The provided meals will consist of local foods and dishes. If the Volunteer notifies CCandV of dietary restrictions, CCandV will work with Volunteer Leaders to accommodate special meal or diet requests if possible but ultimately it will be the Volunteer's responsibility to ensure his or her special dietary needs are met.

Hygienic conditions for bathroom, toilet and related living facilities are often below western standards and are very primitive in many developing countries. The Volunteer may be placed with a host family, volunteer house or in a hostel and may be asked to share a bedroom with another program volunteer.

### *D. Complaints and Concerns*

If the Volunteer has complaints and concerns that are not posing an immediate health and safety risk, the Volunteer should first try to resolve any problems through the host

family and project staff or Volunteer Leader. However, if the problem is serious or involves health and safety concerns, the Volunteer should contact CCandV or other appropriate authorities promptly.

### **3. Travel, Insurance, Medical Care and Immunizations, and Documents**

#### *A. Travel*

The Volunteer is responsible for arranging transport to and from the host country. CCandV is not responsible for any charges that may result from canceling, changing or transferring flight or other travel arrangements, including transferring flights or other arrangements which may result or occur as a result of changes in Volunteer placement and/or project being revised, cancelled, terminated or otherwise modified.

#### *B. Insurance*

The Program Fee DOES NOT cover insurance. The Volunteer agrees to purchase comprehensive travel insurance. The Volunteer is solely responsible for evaluating and determining the type, extent and levels of any additional insurance coverage the Volunteer might need, and maintaining the necessary insurance documents. The Volunteer may consider additional insurance coverage for: light work; the cost of cancellation; the cost of assistance including repatriation in the event of accident or illness; legal liability and expenses; lost baggage; cancelled flights; medical expenses; kidnapping; death, liability arising due to personal injury to the Volunteer or a third party.

#### *C. Travel Documents and Visas*

The Volunteer is responsible for obtaining and maintaining all required travel documentation, including a passport and any required visas. The Volunteer is

responsible for the safety of these documents during the Project Period. CCandV is not responsible for any supporting documents necessary for the Volunteer's travel or other purposes.

Many countries unfortunately do not offer volunteer visas. Many are tolerant of volunteers who are there on tourist visas, but there is no guarantee of their position. If the Volunteer chooses to obtain a tourist visa, the Volunteer assumes the risk.

#### *D. Immunizations and Medical Conditions*

It is the participant's sole responsibility to receive all inoculations, immunizations and medical treatments necessary for travel and project placement. The participant is responsible for bringing all necessary or recommended medications or medical equipment. The Volunteer hereby authorizes CCandV to seek emergency medical care on the Volunteer's behalf during the Project Period if Utopia determines it to be necessary, and the Volunteer releases and forever discharges CCandV from any and all claims that may arise on account of any first aid or other medical treatment rendered during the Project Period.

#### **4. Prohibited Activities**

The Volunteer agrees to not engage in any missionary activities, criminal activities, illegal drug use or trafficking, interactions with terrorist groups, or any political activities. The Volunteer agrees not to engage in any other reckless or negligent conduct that could impact the welfare or safety of the Volunteer or others, such as alcohol abuse or ingesting any other drugs; or that otherwise causes fear or distress to a member or guest of a project or host family. Volunteer also agrees you will not engage in any sexual activity or other activities which may be offensive to the local culture and customs of host family

## **5. Cancellation and Refund**

### *A. Cancellation by Volunteer*

In the event the Volunteer notifies CCandV of cancellation in writing at least 60 days before the project start date, the Volunteer will receive a full refund excluding the deposit. In the event the Volunteer notifies CCandV of cancellation in writing at least 30 days before the project start date, the Volunteer will receive a 50% refund of the program fee excluding the deposit. If the Volunteer cancels at any other time or in any manner, the Volunteer will not receive a refund.

### *B. Cancellation by CCandV*

If a project is cancelled prior to the start date, CCandV will make reasonable efforts to find an alternative project placement. If CCandV cancels a project and there is no suitable alternative, the Volunteer will receive a full refund of the program fees excluding the deposit. No refunds for the airfare or other travel-associated expenses will be paid or reimbursed.

## **6. Termination**

CCandV reserves the right to immediately terminate this Agreement if CCandV and/or the Volunteer Leader determines that any of the following has occurred: (i) the Volunteer engages in prohibited activities listed in Section 4 of this Agreement or is otherwise involved in any illegal activities before or during the Project Period; (ii) the Volunteer's actions and/or conduct is threatening or unacceptably offensive, or causes fear or distress to any member or guest of the project or a host; or (iii) the Volunteer provides incorrect or false information to CCandV or the Volunteer Leader.

If this Agreement is terminated pursuant to this Section, the Volunteer forfeits all rights under this Agreement and will not be entitled to any refunds. If the Agreement is terminated during the Project Period, the Volunteer will be required to immediately leave and vacate the accommodations provided by CCandV. CCandV shall bear no responsibility or liability for any termination hereunder and the Volunteer is solely responsible for any costs of return travel, meals and/or alternative living arrangements.

## **7. Additional Representations and Warranties**

The Volunteer makes the following additional representations and warranties:

### *A. Flexible Expectations*

The Volunteer understands that developing countries cannot be held to the same standards as developed nations and that accommodations, meals, and travel will be basic and may require flexibility. The Volunteer is responsible for exercising caution in consuming water and food. The Volunteer understands that developing country travel may have limitations that include, but are not limited to, poverty; poor quality of food and water; poor living accommodations; limited and less sophisticated medical services; limited or no democratic freedoms; limited or non-existent personal comforts such as air-conditioning; less stable governments; limited communication and transportation facilities; terrorist activities; higher criminal rates; beggars; and wide-ranging cultural differences.

### *B. Skill and Ability*

The Volunteer has the ability and physical and mental fitness sufficient to participate in this program and to complete the volunteer tasks. The Volunteer will immediately

notify the project staff or Volunteer Leader if asked to perform a task for which the Volunteer lacks the ability or fitness level.

### *C. Respect Local Culture Custom and Laws*

The host country has a rich cultural heritage with traditions and culture distinct from the United States. The Volunteer will make best efforts to understand and be respectful of the local culture, customs and laws.

### *D. Laws and Project Rules and Requirements*

The Volunteer agrees to comply with all applicable laws and regulations of the United States and other countries during the Project Period. The Volunteer Leader will help educate volunteers as to host country laws during the orientation, but ultimately the Volunteer bears full responsibility for learning the applicable laws. The Volunteer also agrees to adhere to any specific rules established by CCandV, the Volunteer Leader, or the host family or hostel.

### *E. Responsibility for Person, Valuables, and Personal Items and Care*

The Volunteer is solely responsible for his or her personal health and safety as well as valuables, personal items, and personal care.

### *F. Photographic Release*

The Volunteer conveys to CCandV all rights, title, and interest in any photographic images or video or audio recordings and consents to the unrestricted use, by CCandV of any photographs, recordings, interviews, videotapes, film, or similar visual or auditory recordings of the Volunteer created in connection with my participation in CCandV activities.



## **8. Assumption of Personal Risk and Release and Waiver**

The Volunteer acknowledges and accepts the responsibilities and risks associated with the Project, including but not limited to travelling to, temporarily living in, and providing volunteer services in a developing country. Such travel and volunteer work can be often hazardous and involves a certain degree of risk, inherently dangerous activities and personal perils to the Volunteer, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by the Volunteer. The Volunteer releases CCandV, including any and all of its employees, managers, directors, shareholders, host families and host country partner organizations (“Released Parties”), to the maximum extent of the law, and agrees not to sue Released Parties, for any loss, claim, action, liability, damage, costs or harm the volunteer or associates may suffer related to or arising out of the Project or related or associated activities, including but not limited to for personal injury, emotional injury, illness, disease, death, property damage or other losses, expenses and/or damages, including those arising out of hostage situations or war or terrorism.

The Volunteer agrees that the releases and waivers given in this Section are intended to be as broad and as inclusive as permitted by law.

## **9. Liability and Indemnification**

The Volunteer agrees to be personally and solely liable for his or her conduct, actions and/or omissions related to or arising out of the project and this agreement, including travel and Volunteer work within and outside the host country, including, without limitation, any damages the Volunteer may cause: (i) to the hostel and/or accommodations provided by the Host Family; (ii) to the project and its staff or agents; and (iii) any person or property. The Volunteer agrees to fully indemnify and hold CCandV harmless from and against any and all claims, demands, losses, causes

of action, costs, expenses, fees and damages arising out of or related to: (i) any breach by of this Agreement by the Volunteer; (ii) any damages, losses, personal injury, property damage, fines, assessments, fees or costs that are caused to or asserted against CCandV as a result of the Volunteer's actions, inaction or omissions; or (iii) any contractual claim or other cause of action asserted against CCandV as a result of the Volunteer's conduct and/or failure to perform the volunteer services required hereunder.

## **10. Other Provisions**

### *A. Choice of Law and Jurisdiction*

This Agreement and the transactions contemplated hereunder shall be construed in accordance with and governed by the laws of the State of Florida, United States of America. The Volunteer consents to specific jurisdiction of the state and federal courts of Florida in any dispute related to or arising out of this Agreement or the Project.

### *B. Entire Agreement*

This is the entire agreement reached by the Parties and may only be amended with written agreement. This document is the sole source of any obligations or services to be provided by CCandV and no oral or other communications or documents are binding on CCandV. Information provided on CCandV's website is generic and may vary depending on the project. Volunteers agree to further verify all information prior to departure.

### *C. Severability*

If a court of law determines one or more provisions of this Agreement to be unenforceable, the remaining provisions shall remain in full force to the fullest extent permitted by law.

*D. Assignment*

CCandV may assign this Agreement or any of its rights or obligations hereunder to any third party without Applicant's express written consent. The Volunteer may not assign this Agreement or any of my rights or obligations hereunder without CCandV's prior written consent.

**By submitting an application, I indicate that I have read and understood and agree to be bound by all of the terms of this Agreement**