

## AGREEMENT FOR PARTICIPATION

**This Participation Agreement (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Color My World, a New Hampshire Non-Profit Corporation, (“CMW” or “Color My World”) and \_\_\_\_\_ (“Participant”).**

### RECITALS:

- A. CMW conducts various humanitarian and intercultural programs around the world, including underdeveloped and third world countries.
- B. The Participant desires to participate in one of the programs sponsored by CMW and desires to make representations to CMW and to enter into certain agreements with CMW to induce CMW’s consent to this participation.

NOW THEREFORE, based upon the mutual representations and agreements provided herein and intending to be legally bound, the parties agree as follows:

**1. Incorporation.** The above recitals are hereby incorporated into this Agreement. The following documents are attached as Exhibits and by this reference are also incorporated as a part of this Agreement: (a) the Code of Honor; and (b) the General Information, Terms and Conditions (the “General Terms and Conditions”) The Participant has completed a separate program application form (the “Program Application Form”) to assist CMW in evaluating the qualifications and appropriateness of Participant’s participation in the travel program sponsored by CMW (the “Program”). Participant warrants and represents that all such information and representations are true and correct.

**2. The Program.** Based upon Participant’s representations and information, CMW agrees that Participant may participate in the Program. Participant agrees to pay the costs of the Program as set forth in the General Terms and Conditions.

**3. Nature of Project and Risks.** In addition to the other representations and agreements contained in this agreement, Participant specifically acknowledges that:

\_\_\_\_\_(Initials) a. He or she has read the Code of Honor and General Terms and Conditions and is aware of the standards of conduct expected of all participants in such programs, has attended or agrees to attend, any briefing and training sessions, and has had full opportunity to make all inquiries and to ask all questions for clarification as to the nature, scope and risks inherent in the Program in order to permit him or her to make an informed decision to participate in the Program.

\_\_\_\_\_(Initials) b. He or she understands and acknowledges that the Program is not intended nor designed as a tourist expedition or as a job for which compensation is paid. Rather the Program is designed for the Participant to accomplish humanitarian and intercultural goals. To this end, Participant acknowledges that the Participant has the primary obligation to take care of himself or herself, and that Participant will endeavor at all times to use good judgment for his or her own safety and the safety and well being of other participants in the Program.

\_\_\_\_\_(Initials) c. Most CMW projects are conducted in remote parts of the world, under somewhat primitive conditions, working with impoverished people in third-world countries. Participant will likely encounter unconventional modes of transportation, exposure to an alien culture, law, and religious practices and Participant will likely be involved in bivouac living conditions in a wide range of climate and temperature extremes. The work may be physically and/or psychologically demanding, at times with unpredictable results inherent in outreach programs.

\_\_\_\_\_(Initials) d. CMW has no control over nor the ability to predict the existence of or changes in political and governmental stability, uprisings, weather or climate considerations, unforeseen emergencies, existence or appearance of diseases, or any other such factors.

\_\_\_\_\_(Initials) e. Participant acknowledges that participation in the Program includes work that may be physically challenging and/or hazardous to Participant's health, and Participant recognizes that he or she could suffer bodily injury, illness, death, or property damage as a result of Participant's participation in the Program. Participant has carefully read each provision of Section 7 below entitled Release and Waiver. Participant acknowledges he or she understands that the Release and Waiver affects his or her legal rights.

\_\_\_\_\_(Initials) f. CMW reserves the right to modify and/or change the Program itinerary without notice. Every reasonable effort will be employed to operate the Program as planned; however, should unforeseen events and conditions require the itinerary to be altered or cancelled, CMW reserves the right to do so for the safety and best interests of the group.

\_\_\_\_\_(Initials) g. Participant hereby acknowledges that Participant's participation in any of the activities of the Program is voluntary, and that Participant will participate only in such activities of the Program as Participant is physically able to undertake.

**4. Arrangements with Independent Contractors.** All of the arrangements made for transportation, housing and supply of Participant and others involved in the Program will be furnished by third party hotels, youth hostels, airlines, travel agencies, restaurants, service transportation companies and other suppliers of arrangements, services, and accommodations. While CMW will exercise its best efforts to coordinate the Program with such transportation and facilities, all such services are ultimately performed by third parties and CMW shall not be liable or responsible for any interruptions or failure of transportation housing, supplies or the like.

**5. Insurance.** The Participant represents that he or she has or will have and maintain medical insurance sufficient for Participant's participation in the Program. CMW has no obligation to provide any medical insurance coverage or to provide for payment of medical expenses on behalf of Participant. The Participant shall be solely responsible for the payment of all such insurance costs and expenses. If CMW does arrange for or assist in obtaining any insurance, such arrangements shall be as an accommodation only, and CMW shall not be deemed an agent, underwriter, broker or guarantor of any such policies, the payments thereunder or for the financial stability of any insurance company.

**6. Specific Prohibitions and Remedies.** The Program and all participants, including Participant, are subject to the applicable laws, regulations, cultural restrictions and similar requirements of the respective countries and areas in which the Program will be conducted. In addition, the Participant agrees that the Participant will abide by all of the rules and regulations of CMW. Accordingly, in addition to and not in limitation of all other provisions and remedies, the Participant specifically represents and agrees:

Participant shall not possess, or cause to be delivered: any contraband; alcoholic beverages, drugs, except legitimate medicines prescribed by a physician; firearms or other weapons; or pornographic, obscene, or other offensive written, photographic or recorded materials.

Representatives of CMW shall have the right, without limitation, to confiscate and dispose of or destroy any items or properties which CMW deems to be offensive, contraband or prohibited or any other items which might deter CMW from accomplishing its objectives.

CMW may, in its sole discretion and at the Participant's sole expense, send the Participant home before the end of the Program if the Participant violates: (a) any specific provisions of this Section 6; (b) any other provision of the Agreement; (c) any applicable laws or regulations; (d) any reasonable standard of appropriate conduct; (e) any Program rules; or (f) any portion of the Code of Honor. The Participant agrees to fully indemnify CMW for any loss suffered as a result of the Participant's behavior.

**7. Release and Waiver.** Participant does hereby expressly and specifically assume the risk of injury and harm associated with the Program and releases CMW from all liability for bodily injury, illness, death, or property damage resulting from participation in the Program. Participant further assumes all risks associated with Participant's own health problems and physical or emotional limitations.

Moreover, in consideration for Participant being allowed to participate in the Program, Participant, for themselves and anyone who may claim through the Participant (including his or her heirs, personal representatives, successors and assigns) hereby release and forever discharge and hold harmless CMW, and all officers, employees, agents and representatives of CMW, and each of their successors and assigns, without any limitation or qualification, from any and all liabilities, claims and demands of whatever kind or nature, known or unknown, either in law or

in equity, which arise or may hereafter arise from Participant's participation in any aspect of the Program.

Participant understand that this release and waiver discharges CMW from any and all liability and claims that Participant may have against CMW now or in the future, including, without limitation, claims with respect to any bodily injury, illness, death, or property damage that may result from Participant's performance of any activity related to the Program, even if caused by the negligence of CMW or its officers, directors, employees, volunteers or agents or otherwise. Participant also understands that CMW does not assume any responsibility for or obligation to provide Participant with financial or any other assistance of any kind, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Participant hereby releases and forever discharges CMW from any claim whatsoever which arises or may hereinafter arise on account of any first aid, treatment, or service rendered as a result of or in connection with Participant's engagement in any activity related to the Program.

**8. Media and Personal Information Release.** Participant grants and conveys to CMW all right, title and interest in any and all photographic images, video and audio recordings, and quotes (the "Recordings") made or obtained by CMW during Participant's participation in the Program, including, but not limited to, any royalties, proceeds, or other benefits derived from such Recordings. Participant also authorizes CMW to verify any or all of the information contained in the Program Application Form.

**9. Governing Law.** Participant expressly agrees that this Agreement shall be governed by the laws of the State of New Hampshire, without regard to any principle of conflicts of law thereof. Participant further agrees that the release and waiver provisions contained in Section 7 above are intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire.

**10. Unenforceable Provision.** In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable in accordance with their terms.

**11. Default.** If either party defaults in any covenants or agreements in the agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this Agreement, whether incurred through legal action or otherwise.

**12. Binding.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, agents, personal representatives, successors and assigns.

13. **Paragraph Numbers and Headings.** The paragraph and subparagraph headings and numbers used are for purposes of convenience only and shall not be considered in the interpretation of this Agreement.

14. **Entire Agreement.** This Agreement, along with each of the Exhibits and documents referred to herein, constitutes the entire agreement between Participant and CMW and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be amended or modified in any manner except by a written agreement executed by the parties.

\_\_\_\_\_ Participant Signature

\_\_\_\_\_ Print Name Clearly

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Street, City, State, Zip Code

Date: \_\_\_\_\_

APPROVED AND ACCEPTED: CMW By: \_\_\_\_\_

Its: \_\_\_\_\_

## CODE OF HONOR - FOR ALL APPLICANTS

1. Participant will agree to obey, and sustain the law of the United States of America and of the host country while Participant is with any CMW Program. Without limiting this agreement, the Participant specifically agrees to make honest and complete declarations at customs.
2. Participant will respect the property rights of others. This includes but is not limited to refraining from shoplifting, concealment, damage, or misuse of the property of others.
3. Participant will not be involved in drug abuse. This includes but is not limited to the possession, use, or distribution of any narcotic or dangerous drug (as defined by applicable law), except as prescribed by a licensed medical practitioner. Participant will not become involved in the use of alcohol or any other intoxicating substance. Participant will turn over any item to the adult leader in charge, upon request, if such an item is considered by the adult leader to distract from the true purpose of the CMW Program.
4. Participant will respect the rights of others. This includes but is not limited to:
  - a. Not physically or verbally abusing any person and not engaging in conduct that threatens or endangers the health or safety of others; and
  - b. Not obstructing or disrupting the privacy of others, the performance of official duties by CMW personnel including disciplinary, administrative, or other functions.
5. Participant will be honest in all behavior.
6. Participant will observe high principals of honor, integrity, and morality, including graciousness and consideration for others.
7. Participant will refrain from disorderly, lewd, indecent, or obscene conduct and will use his or her best efforts to work in conjunction with the Program group to complete the work which has been identified as the objective of the Program. Furthermore, participant will not attempt to further any other cause, religious, political, or otherwise which is outside of the stated purpose of the Program.
8. Participant will help others fulfill their responsibilities under the Code of Honor.
9. Participant will observe CMW' standards of comportment as interpreted by the Program leader.

I have read this Code of Honor and agree that I will abide by all the requirements herein. I understand that a single violation of the Code of Honor may be grounds for my expulsion from the Program, in which event I will return home early at my own expense.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant

## GENERAL INFORMATION, TERMS AND CONDITIONS

**STANDARDS:** All participants are required to maintain high moral ideals and standards. High standards of honor, integrity and morality; graciousness in personal behavior; and abstinence from narcotics, alcohol and tobacco, are mandatory. CMW does not discriminate on the basis of race, religion, gender, color, or ethnic or national origin, but all participants must maintain the ideals and standards set by CMW during the entire program.

All participants in CMW programs are required to avoid being alone with another person of the opposite sex. Participants should travel, work and play in groups of at least three or more.

**COST:** All prices are quoted in U.S. dollars. They are based on tariffs, airfares, accommodation rates, and rates of exchange quoted to CMW at the time of publication. These prices are expected to be in effect at the time of departure; however, prices are subject to change without notice. CMW will make every effort to avoid price increases; however, any changes in price made by the airlines, hotels, vendors, operators, etc., with which CMW has made arrangements, may be passed on to the participants. CMW is not under any obligation to pay extra expenses arising from unforeseen circumstances, such as a change of itinerary or means of transportation, etc. Extra charges are at the Participant's expense and will require immediate settlement.

**APPLICATION; DEPOSIT AND PAYMENT:** Early applications are strongly recommended, and a non-refundable down payment of \$500 per person is required at the time of application, with the final payment of \$700 (Nicaragua and Guatemala) or \$1400 (Peru) due April 1<sup>st</sup>, 2017. Applications received after April 1, 2017 will incur a late fee (\$100 for April, \$200 for May, \$300 for June). Checks should be made payable to CMW. All applications are subject to approval by CMW. **Important:** Once you have been confirmed on the expedition your initial \$500 deposit is non-refundable, unless CMW chooses to cancel the trip due to low enrollment. All payments are nonrefundable and considered a donation.

**CANCELLATION:** Contributions that you have solicited from others on behalf of CMW are general unfettered contributions to CMW and cannot be refunded regardless of your participation in a CMW expedition. (If this was not the case these contributions would not be tax deductible.) If you are cancelled by CMW from an expedition for failure to meet the payment or document submission deadlines all payments made by you are non refundable and considered a donation.

**CONTRIBUTIONS:** Contributions can often be claimed for a federal tax deduction if donated to CMW on an unfettered basis (as opposed to supporting only an individual). Out of pocket travel expenses to further the CMW's non-profit purpose may be tax-deductible. The part of any contribution from which a person receives a benefit is not tax deductible. Please consult a tax specialist concerning your specific situation.

**HEALTH:** We advise each participant to have a physical checkup before applying for the program. CMW cannot be responsible for illnesses that may occur while traveling. Since program projects and group sightseeing can be physically taxing, we recommend that persons who suffer from heart disease, high blood pressure, or any physical impairment which could hinder them from normal participation contact CMW prior to submitting an application and have their doctor mail us a letter stating that they have received a recent checkup and are able to participate in this program.

**INSURANCE:** CMW has no obligation to provide any medical insurance coverage or to provide for payment of medical expenses on behalf of Applicant. Applicant shall be solely responsible for the payment of all such insurance costs and expenses. While CMW, at its discretion may provide very limited medical and accident insurance with this program CMW is not an insuring agent and is not responsible for any injury to your person. Participants will receive information on coverage available for protection against many unforeseen circumstances, which may necessitate trip interruption or cancellation. Travel insurance is required to travel with CMW.

CMW is not responsible for any loss, theft, or damage to your belongings. Baggage and cancellation insurance is recommended and is available at nominal rates through private insurance companies.

**TRAVEL DOCUMENTS:** Participants must carry a valid passport that will remain effective for at least six months beyond the Program return date. Participants will be provided with information concerning passports and/or tourist cards, visas, and immunizations where needed, but obtaining them are the responsibility of the applicant. Moreover, Participants will be responsible for carrying and safeguarding their own documentation (such as passports, tourist cards, visas) during the entire Program.

**ACCOMMODATIONS:** We seek to provide appropriate accommodations representative of the area, which provide typical cuisine and service. In some rural project areas program participants may sleep in tents and/or other rustic encampments without permanent bathroom facilities or heating. Program participants should make themselves fully aware of the living conditions provided with each program before applying. Nicaragua participants will be staying in a beach lodge.

**ROOMMATES:** Our accommodations will be on a shared basis and participants will be assigned roommates. CMW will not have any coed accommodations for participants.

**ITEMS NOT INCLUDED:** Round trip airfare is not included. Items of a personal nature, such as the following, are also not included: excess baggage or portage charges, personal, trip, or baggage insurance, room service, laundry, phone calls, bottled drinking water, food or beverages not part of the group menu, gratuities for special services, passports, immunization fees, visas and similar items.

**NOTICE:** CMW reserves the right to make changes or substitutions in the interest of the program in order to meet unexpected situations, such as increases in fares and accommodation rates, airline failures, changes in currency rates, etc., prior to departure. Additional charges or refunds will be made to participants where applicable. However, no refund will be made for accommodations or services, included in the price, which are not utilized during the program by the Participant. We reserve the right to cancel the Program, if deemed necessary for reasons including insufficient program participation and circumstances beyond CMW's control, such as strikes, lockouts, riots, wars, or Acts of God. In such an event, CMW shall have no responsibility, beyond the refund of deposits and monies paid to CMW by the participants, within 30 days, by means of a bank check.

**RESPONSIBILITY AND LIABILITY:** This program is under the management of CMW, a Humanitarian Aid Program focused on serving youth. CMW has made all arrangements for accommodations and services furnished in connection with this program. While on this program, CMW as the principal, shall be responsible to the Participant for supplying the services and accommodations offered to the participant as set forth in the program, except to the extent such services or accommodations cannot be supplied, due to delays or other such causes beyond the control of CMW. In such event, CMW will use its best efforts to supply comparable services and accommodations, but will not provide a refund. CMW, in the absence of negligence on its part, shall not be responsible for any delay, substitution of equipment, or any act of omission whatsoever by the air carrier or by any hotel, guesthouse, car supplier, or any of their employees or agents, or any of the services and accommodations to participants, including any results thereof, such as a change in services or accommodations necessitated by the same.

**CHECKLIST OF REQUIRED DOCUMENTATION.** To be able to participate in a CMW Program, participants are required to provide the following documents to CMW:

1. Program Application Form;
2. Confirmation of travel insurance that includes medical and evacuation insurance;
3. Complete flight itinerary;
4. Copy of first page of passport;
5. Copy of your smart travel enrollment registration @travel.state.gov;
6. A signed Agreement for Participation;
7. A signed Code of Honor; and
8. A signed General Information, Terms and Conditions; and

***End of General Information***