



AGREEMENT FOR PARTICIPATION

This Agreement is made this _____ day of _____ 20_____,
by and between the Color My World Humanitarian Trips (CMW) (a New
Hampshire Corporation) and the parents or guardians (“Parents”) of the
participant _____ (Participant).

RECITALS:

A. CMW is engaged in various humanitarian and intercultural programs involving underdeveloped and third world countries.

B. The Parents and Participant desire to have the Participant participate in one of the programs sponsored by CMW and desire to provide representations and to enter into certain agreements to induce CMW to consent to this participation.

C. The following documents are attached as Exhibits and by this reference are incorporated as a part of this Agreement: Code of Honor, General Terms and Conditions, and Consent for Travel and for Treatment.

NOW THEREFORE, based upon the mutual covenants, representations, inducements and agreements provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Program. Based upon the Parents’ and Participant’s representations and information, the parties agree that Participant may participate in the expedition sponsored by CMW (**the Program**) and agree to pay the costs as set forth in the General Terms and Conditions.

2. Application. The Parents and Participant have, by separate document, completed a Program Application form providing comprehensive information to permit CMW to evaluate the qualifications and appropriateness for Participants participation in the Program. The information and representations in that Application are incorporated in this agreement and they warrant and represent that all such information and representations are true and correct.

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

_____(Initials) a. They have read the Code of Honor, General Terms and Conditions, Consent to Travel, and Consent for Treatment and are aware of the standards of conduct expected of all participants in such programs, have attended or agree to attend, any briefing and training sessions, and have 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 them to make an informed decision to participate in the Program.

_____(Initials) b. They understand and acknowledge 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 and purposes. To this end, they acknowledge that it is Participant's sole obligation to take care of Participant, and that Participant will endeavor at all times to use good judgment for Participant's 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 or the ability to predict the existence of or changes in Governmental stability, uprisings, weather or climate considerations, unforeseen emergencies, existence or appearance of diseases, or any other such material and substantive factors.

_____(Initials) e. As a result of the inherit risks associated with this type of program as well as circumstances beyond the critical or the reasonable ability of CMW to anticipate, there exists a risk of injury and death as by Participation in the program.

_____ (Initials) f. I understand I will immediately be sent home at my own expense from the excursion if I break the rules. No warnings will be in place.

4. Arrangements with Independent Contractors. All of the arrangements made for transportation, housing and supply of Participant and others involved in the Program shall 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 shall 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 Parents and the Participant represent that Participant 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 Parent and 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 Parents and the Participant agree 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 Parents and the Participant specifically represent and agree:

- a. _____
- b. _____
- c. _____

Applicant 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 items or any other items which might deter CMW from accomplishing its objectives.

CMW may, in its sole discretion and at the Parents' and the Participant's sole expense, send the Participant home before the end of the Program if the Participant violates: any specific provisions of this section; the Agreement generally; any applicable laws or regulations; any reasonable standard of appropriate conduct; Program rules; or the Code of Honor. The Participant fully indemnifies CMW for any loss suffered as a result of the Participant's behavior.

7. Participation in the Program and in any other activities undertaken in connection with the program; and all risks associated with Participant's own health problems and physical or emotional limitations. Furthermore, for ourselves, our heirs, personal representatives, successors and assigns, we release CMW, and all officers, employees, agents and representatives of CMW, without any limitation or qualification, from any and all liabilities, claims, demands and actions of any nature which might be made by us or our estate on account of any losses, expenses, damages or inconveniences of any kind concerning property or personal injuries (physical or emotional) or death which may result directly or indirectly from Participant's participation in the Program unless that damage or injury is the direct and proximate result of the gross negligence or wanton or reckless misconduct of CMW or that of an employee, agent, affiliate, staff member or cooperative institution.

8. **Media and Personal Information Release.** Parents and Participant grant and convey to CMW all right, title and interest in any and all photographic images, video and audio recordings, and quotes made or obtained by CMW during Participant's participation in the Program. Parents and Participant also authorize CMW to verify any or all of the information contained in this application,

9. **Release.** We do knowingly and voluntarily assume full responsibility for all the risks surrounding Participant's

9. **Priority of Laws and Regulations.** Unless the provisions of this Agreement are superseded by applicable laws and regulations of the various applicable governmental entities under which the Project will be conducted, the

interpretation and application of the Agreement shall be governed by the Laws of New Hampshire.

10. Unenforceable Provision. If any court or governmental entity finds any provision of the Agreement to be unenforceable, the balance of the Agreement shall continue in full force and effect with the unenforceable portion eliminated.

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.

_____ Parent/Guardian Signature

_____ Print Name Clearly

ADDRESS: _____

Street, City, State, Zip Code

Date: _____

_____ APPLICANT (Signature)

_____ NAME (Printed)

ADDRESS:

_____ Street

_____ City, State, Zip Code

_____ Telephone

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 agree to make honest and complete declarations at customs.
2. Participant will respect the property rights of others. This includes but is not limited to the 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.

10. Participant will observe CMW' standards of comporment as interpreted by the Program leader.

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

Signature: _____ Date: _____
Parent/Guardian

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 tobacco, coffee, and tea, are mandatory. Color My World 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 Color My World during the entire program.

The CMW program participants are also required to observe “mission” rules which prohibit anyone from 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, fares, accommodation rates, and rates of exchange quoted to Color My World 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. Color My World will make every effort to avoid price increases; however, any changes in price made by the airlines, hotels, vendors, operators, etc., with which Color My World has made arrangements, may be passed on to the participants. If such rates change prior to departure, Color My World 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 \$250 per person is required at the time of application or prior to April 30, 2013, with the final payment of \$500 due June 1, 2013. Applications received after April 30 should include full payment. Checks should be made payable to Color My World. All applications are subject to approval by Color My World. **Important:** Once you have been confirmed on the expedition your initial \$250 deposit is non-refundable, unless we choose to cancel the trip due to low enrollment.

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 directly by you or your parents will be refunded except \$250. If unexpected circumstances should arise and prevent your participation in a CMW expedition, the additional cancellation and refund terms below will apply.

Payments made by your or your parents to cover your participation in a CMW expedition will be refunded based on the date that you contact us to cancel your expedition: 90 days or more before the expedition departure date - All payments except \$500 will be refunded; 45 to 90 days before the expedition departure date – All payments except \$1200 will be refunded (this reflects the fact that we would have purchased your non-refundable airline ticket); Less than 45 days before the expedition departure date – No refunds will be made.

A participant with a scheduling conflict may be allowed to transfer their credit to a new participant for the same trip or if their place can be filled by another person from the waiting list .

CONTRIBUTIONS: Contributions can often be claimed for a federal tax deduction if donated to Color My World on an unfettered basis (as opposed to supporting only an individual). Out of pocket travel expenses to further the CMW' 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. Color My World 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 Color My World 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 Color My World 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.

Color My World 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. 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.

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 their participants.

ITEMS NOT INCLUDED: Round trip airfare is not included. Items of a personal nature, such as 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; etc, are not included.

NOTICE: Color My World 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 Color My World, 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

End of General Information



PARENTAL AUTHORIZATION FOR TRAVEL AND TREATMENT OF A MINOR CHILD

I, _____, am the parent or legal guardian having custody of _____, a minor child. As such parent or legal guardian, I hereby authorize and appoint the CMW Program Leader to travel as guardian of my minor child from the dates of _____ to _____. Furthermore, in my name and in any way I could act in person, I authorize the Color My World Program Leader to make any and all decisions for me with respect to my minor child concerning my minor child’s travel arrangements, personal care, medical treatment, hospitalization, and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child’s medical records that I have, including the right to disclose the contents to others.

Parent or Guardian:

_____ Date: _____

Parent or Guardian:

_____ Date: _____

This PARENTAL AUTHORIZATION FOR TRAVEL AND TREATMENT OF A MINOR CHILD sworn to and subscribed before me by

_____, and _____, the Parents or Legal Guardians of _____, a minor child, this ____ day of _____, 20____.

_____ Notary Public

My commission expires: _____