

Family Traveler Information and Health Form

Please provide the following information for each family member.

Return to ViviendasLeon, with a \$200 deposit for each applicant.

Family Traveler Name:	
Address:	
Phone number:	Attach
Email address:	DI 4
	Photo
1. Name and contact information of a contact person in case of emergency:	Here
Name:	22010
Address:	
Email Address:	
Home phone:	
Work phone:	
Relationship:	
2. Name of health care provider or emergency service you and your family use:	
NAME:	
ADDRESS:	
PHONE:	
HEALTH INSURANCE POLICY #:	
HEALTH INSURANCE GROUP #:	
BLOOD TYPE:	
3. Health information required:	
ARE YOU CURRENTLY TAKING ANY MEDICATIONS?	
YES NO IF YES, LIST THEM:	
DO YOU HAVE ANY ALLERGIES ESPECIALLY TO MEDICATIONS, FOOD OR INSECTS? YES NO	
IF YES, LIST THEM:	
IN THE LAST YEAR, HAVE YOU BEEN TREATED FOR A MEDICAL PROBLEM?	
YES NO IF YES, PLEASE INDICATE PROBLEM:	
IS THERE ANY OTHER MEDICAL INFORMATION THAT WE SHOULD KNOW ABOUT?	
YES NO	
PLEASE EXPLAIN:	
Check here if you would like vegetarian meals throughout your stay in Nicaragua.	

WAIVER AND RELEASE AGREEMENT

Participant's Name:

VIVENDASLEÓN ("VivendasLeón") strives to create and provide individuals and families in the United States with a safe environment to learn more about the world they live in and put their desire to help others into practice by organizing volunteers to travel to Nicaragua for the purpose of constructing buildings, such as schools and housing, in low-income communities (the "Program"). Even though VivendasLeón is determined to do everything within its control to ensure the safety and well-being of the participants, the participant in the Program identified above (the "Participant", "I", "me", "my", "myself") acknowledges and agrees that there are inherent risks in traveling to foreign countries and herby agrees to the following:

- 1. **Assumption of Risk.** I understand that there are risks inherent to participating in the Program. I do hereby, for myself, my heirs, guardians, spouse, executors, administrators, personal representatives and assigns, accept and assume any and all risks of personal injury, death, property or economic damage, or other loss in connection with or arising out of or resulting from my participation in the Program, and any activities related to the Program, such as travel to and around the country, territory or location where the Program is conducted.
- 2. Release of Liability. In consideration of being permitted to participate in the Program, I, for myself, my heirs, guardians, spouse, executors, administrators, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue VivendasLeón, its officers, employees, and agents for any and all demands, causes of action, losses, costs, expenses and all liabilities and/or claims of any kind for any personal injury, death, property or economic damage, or other loss that I may suffer in connection with or arising out of or resulting from my participation in the Program, and any activities related to the Program, whether arising from VivendasLeón's negligence.
- I hereby waive all rights under California Civil Code Section 1542 and any comparable provision under the law of any other jurisdiction with respect to the matters released. California Civil Section 1542 reads as follows:
 - "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Without limiting the generality of the foregoing, I understand that I may be in a remote location, that health and medical facilities may be minimal or absent in the areas where the Program will be conducted, and that in the event of any illness or emergency, it may not be possible for me to receive treatment or be evacuated quickly to a location where appropriate treatment is available. I further understand that the health or medical treatment available may not be of the same type or standard that I would expect in the United States. I expressly acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures. I agree to assume all financial responsibility for any medical, rescue or other expenses that I may incur.

- 3. **Disclaimer of Warranties**. I understand that VivendasLeón makes no representations or warranties, express or implied, as to the quality or safety of the Program, nor do I rely on any such representation or warranty in participating in the Program.
- 4. **Indemnification and Hold Harmless**. I agree to indemnify and hold harmless VivendasLeón from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys' fees, in connection with or

arising out of or resulting from my participation in the Program, and any activities related to the Program, and to reimburse VivendasLeón for any expenses incurred by VivendasLeón as a result thereof.

Without limiting the generality of the foregoing, I agree to hold VivendasLeón harmless for, and VivendasLeón hereby disclaims, any liability for any personal injury, death, property or economic damage, or other loss caused to me in connection with any acts of God, terrorist activities, wars, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, theft, pilferage, climatic conditions, or any other similar acts, incidents, or abnormal conditions or developments occurring the country, territory or location where the Program is conducted.

- 5. **Photographic Release.** I hereby acknowledge and agree that VivendasLeón owns all right, title and interest in and to any and all photographic images, video, digital, audio and other recordings of myself made by VivendasLeón during the Program. Without limiting the generality of the foregoing, VivendasLeón shall have the right to copy, edit, modify, adapt, distribute, display, perform and publish any or all of such images and recordings, and may use them in any media without attribution or compensation to me or any other person or entity.
- 6. **Severability**. I further expressly agree that the foregoing waiver is intended to be as broad and inclusive as is permitted by the law of the state of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 7. **Entire Agreement**. This Waiver and Release Agreement (this "Agreement") contains the entire understanding of the parties with respect to the subject matter hereof. All express or implied representations, agreements and understandings with respect to the subject matter hereof, either oral or written, heretofore made are expressly superseded by this Agreement. This Agreement may be amended only by a written instrument duly executed by me and VivendasLeón.
- 8. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of California, USA, without regard to the conflicts of law principles thereof. I hereby submit to the non-exclusive jurisdiction of, and venue in, the state and federal courts located in San Francisco, California, USA.
- 9. **Force Majeure:** the School's duties and obligations under this Contract shall be suspended immediately without notice during all periods that the School is closed because of force majeure events including, but not limited to, any fire, act of God, war, governmental action, act of terrorism, epidemic, pandemic or any other event beyond the School's control. If such an event occurs, the School's duties and obligations in this Contract will be postponed until such time as the School, in its sole discretion, may safely reopen.

Date

I understand that by signing this Agreement, I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily, and I knowingly assume all risks relating to my participation in the Program.

I have read this Agreement, fully understand its terms, and intend by my signature to effectuate a complete and unconditional release of liability to the greatest extent allowed by law.

[If signing on behalf of a minor]: I am the parent/guardian of the minor ______ and am signing this Agreement on her/his behalf.

Name of Participant ______ Signature of Participant ______ Date

Signature of VivendasLeón Representative

VivendasLeón Representative