



## **The Heart Touch Project**

### **Memo of Understanding**

Release and Assumption of Risks  
International Global Outreach Program—Cambodia 2018-2019  
(Please initial where indicated.)

I, \_\_\_\_\_, (print name) understand that my participation in the International Outreach Program (the “program”), organized by The Heart Touch Project (“Heart Touch”) is subject to all of the following conditions, promises, agreements, and understandings. By signing this Release and Assumption of Risk Agreement I understand that I am (1) agreeing to all of the following conditions and agreements; (2) making the stated promises; and (3) have the following understandings.

1. I am solely responsible and liable for (1) obtaining all personal documentation appropriate for the trip including, but not limited to, international passports, visas and other forms of government issued identification; (2) paying all costs and expenses related to my participation in the program; and, (3) while the program will arrange accommodations and transportation to the host sites I am responsible for my punctuality and personal belongings while traveling, and (4) that the program is not responsible for the products or services provided by the host organization or the proper performance or presentation of their duties, obligations, products, or services. \_\_\_\_\_ (Please initial)
2. I agree to the terms of the payment plan and to submit payments by the due dates as outlined at the end of this document and, further, understand and accept the refund policy appended hereto. \_\_\_\_\_ (Please initial)
3. I agree and pledge that while participating in the program I will comply with all regulations and directions given me by the Heart Touch program director and agents and by staff and employees of the host organizations, and all other officials acting within their official capacities. I agree that I will comply with all applicable laws of the jurisdictions in which I travel and will not engage in any conduct or behavior that causes potential harm to me or to others, or is disruptive to the program, Heart Touch, or the organizations hosting our stay. \_\_\_\_\_ (Please initial)
4. I hereby knowingly and voluntarily assume all risks, known and unknown, respecting the program, travel to/from the host sites, any recreational activities I may participate in, and my stay at the host sites. I forever release, waive and discharge and covenant not to sue Heart Touch, its directors, officials, employees, volunteers, agents, and representatives from, against, or on account of any and all demands, claims, actions, suits, damages (property and personal), losses, liabilities, injuries (including serious bodily injury and death), sickness, illness, costs and expenses (collectively “Claims”) arising directly or indirectly out of or related to the program, travel to and from the host sites, or related to my presence in a foreign land, irrespective of whether said Claims are presently foreseeable or contributed to by the negligent acts or omissions by Heart Touch or others. I understand that these risks are consequences of not only travel and my own actions and conduct but also the potential actions and conduct and misconduct of others, including criminals and other inhabitants

native to or visiting the host sites. \_\_\_\_\_ (Please initial)

- 5. I acknowledge that I have been given information regarding appropriate immunizations suggested for travel and agree that I will be personally responsible to decide whether or not to be immunized and that any fees associated with immunizations or medications are not included in the cost of the program. \_\_\_\_\_ (Please initial)
- 6. I agree, represent, and consent that in the event of any medical emergency I authorize and consent to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis, treatment or hospital care that the Heart Touch program director or agents deem necessary for my safety, health, or protection, and I fully release each of them from any liability for such decisions or actions taken in this regard. This consent includes, without limitation, an authorization to place me in a hospital for medical services or treatment or in the care of a local medical doctor. I certify that to my knowledge I have no medical conditions that would adversely affect my participation in the program. \_\_\_\_\_ (Please initial)
- 7. I understand that insurance companies often exclude coverage for any loss arising out of war or any condition incident to war. \_\_\_\_\_ (Please initial)
- 8. I understand that Heart Touch reserves the right to make changes in cases of emergency or changed conditions or in the interest of the group. Any refunds necessarily prompted by any such actions will be determined in each individual case at the sole discretion of Heart Touch. \_\_\_\_\_ (Please initial)

I have read this Release and Assumption of Risks Agreement respecting the International Outreach Program and understand and appreciate the risks I am assuming and voluntarily sign this Agreement to evidence my agreement to its terms and conditions.

Signature of Participant	Date
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Signature of Heart Touch Representative	Date
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**Please sign and submit pages one and two to The Heart Touch Project.  
We will sign and send photocopies to you for your records.**

## Payment Plan

- Nonrefundable deposit of \$200 has been paid
- First payment of \$1,500 is due by September 30, 2018
- Second payment of \$ 1,500 is due October 31, 2018
- Third payment (based on selected package) is due by November 14, 2018

## Payment Schedule and Refund Policy

### ***Payment Schedule and Requirement***

It is important that you meet the payment deadlines. We pay for airline tickets, travel insurance and other fees far in advance of the trip. Since the program is self-funded, no Heart Touch funds are used. Your fee is necessary to cover the cost of your trip.

For this reason if you have not raised sufficient funds to meet the amount due at each deadline date, you will need to make up the difference with your credit card.

For example if you have raised \$1,000 by September 30 when \$1,500 is due, you must charge the \$500 balance to your credit card.

### ***Refund Policy***

Refunds for withdrawing from the trip prior to travel: If you need to withdraw from the trip in advance of travel, all costs that Heart Touch has incurred at the time of your withdrawal must be covered before a refund will be calculated. These costs may include airfares, travel insurance and room deposits. Only funds that you have contributed yourself will be returned to you, less a processing fee of 3.5%.

Refunds for Exceeding your Fund-raising goal: If the funds you have raised by November 14 exceed your required total, you are entitled to a refund of any monies that you yourself have contributed, less a 3.5% processing fee. Note that the \$100 application is not deductible.

For example you need to raise \$4,500 but you raise \$4,850. Excluding your \$200 application fee, you contributed an additional \$250 of that total amount. Your refund would be calculated on \$300 less the 3.5% processing fee and would amount to \$241.25.

Any funds contributed to Heart Touch by others on your behalf are not included in the refund policy. For example if your total fee is \$4,500 and your contributions from outside donors amount to \$4,850, you would not be entitled to a refund.