



TERMS AND CONDITIONS

I. CHOICE Expeditions

- a) CHOICE Humanitarian facilitates volunteer service expeditions in rural villages across the globe. CHOICE Humanitarian Expeditions (each, an “Expedition”) allow participants to travel the world and work hand-in-hand with motivated villagers on various projects. We invite you to experience this unforgettable inter-cultural exchange as we venture into stunning landscapes and gracious communities. Our life-changing Expeditions combine the thrills of adventure with the rewards of service. Join us as we build people, not just projects!

II. Expectations

- a) CHOICE Humanitarian Expedition participants will face unique circumstances abroad that will challenge, educate, and enlighten all those involved. You will venture along rugged dirt roads – or endure scenic hikes – before arriving at each village. While working and living among these developing communities, you will be treated as a welcomed guest, participating in various activities and chores that often reflect the simple things of village life. Participants must expect the unexpected, have a wonderful sense of humor, and be prepared to make friends and memories that will last a lifetime.

III. Tax Deductibility

- a) CHOICE Humanitarian is a non-profit organization as described by Section 501(c)(3) of the Internal Revenue Code. Therefore, the Expedition fee and travel expenses associated with an Expedition can be tax deductible. CHOICE Humanitarian recommends consulting a personal tax advisor regarding the participant or donor’s personal tax situation.

IV. Registration, Deposit, and Expedition Fee

- a) To reserve a space on an Expedition, a non-refundable \$300 deposit is required with submission of the online Expedition Application. Participants will not be considered “confirmed” for the Expedition until:
 1. CHOICE Humanitarian has received a completed Expedition Application; and
 2. Payment of the \$300 deposit.

Once CHOICE Humanitarian receives the deposit and approves the application, the participant will receive additional information about the Expedition.

- b) The balance of the Expedition fee is due at least 60 days prior to departure, unless stated otherwise. Participants who have not paid in full by the deadline will not be considered confirmed for the Expedition, and will be removed from participant lists. Any exceptions to this deadline must be made through prior approval with CHOICE Humanitarian headquarters.
- c) CHOICE Humanitarian will apply a discount of \$50 for participants that pay their entire Expedition fee within seven days of submittal of their online Expedition Application, and at least 60 days prior to departure. Other discounts may be available and applied at CHOICE Humanitarian’s discretion.
- d) There may be instances where participants join the Expedition less than 60 days before departure. These situations will be traded on a case-by-case basis, pending approval from CHOICE Humanitarian. If approved to join the Expedition late, the Expedition fee is due upon completion of the online Expedition Application.
- e) Deposits and other Expedition fees can be paid via the following methods:
 1. Online through the online Expedition Application platform;
 2. Check (physical or electronic);

3. ACH transfer; and
4. Cash

Payments made by credit card will be charged a 3% service fee.

V. **Personal Costs**

- a) Included Items. The Expedition fee includes two nights' hotel accommodations, village meals and lodging, local transportation, in-country preparation, certified Expedition leaders, and all project costs (including materials) to be used both during and following the Expedition.
- b) Participant Costs. Participants are responsible for airfare and international flight arrangements to the destination. Participants are also responsible for all costs associated with international travel arrangements and preparations, such as, but not limited to: passport fees, visa applications, airport taxes, excess baggage, immunizations, COVID-19 tests, evacuation insurance, flight cancellation coverage, meals not included in the Expedition, extra hotel nights, and additional travel planned separate from the Expedition itself. Participants are also responsible for expenses of a personal nature, including, but not limited to: phone calls, laundry services, gratuities for special room services, porters, etc. Participants are encouraged to contact CHOICE Humanitarian if they have questions regarding whether an aspect of the Expedition is covered by their Expedition fee.
- c) Partners. CHOICE Humanitarian partners with CV Travel, a Humanitarian Travel subsidiary of Christopherson Business Travel. CV Travel has helped thousands of humanitarian travelers across the globe. For those looking to travel with fellow participants on pre-approved itineraries, please contact our trusted travel agent Blair Greene at (205) 484-2029 or blair@cvtravel.com. CV Travel also provides affordable and comprehensive travel insurance, as well as special humanitarian rates and provisions, such as extra baggage allowances. CHOICE Humanitarian can refer participants to other travel resources for assistance, if so desired.
- d) Hotel Accommodations. Hotel accommodations are based on double occupancy. Roommate requests are allowed and will be followed as best as possible. All single participants will be assigned a roommate prior to arriving in the country. If a participant requests a single room, a fee adjustment will be charged prior to departure, depending on availability.

VI. **Distribution of Expedition Fee**

- a) The Expedition fee is used to support CHOICE Humanitarian projects abroad, including village construction materials, essential supplies, leadership development programs, educational workshops, headquarters support, and post-Expedition analysis. The remainder of the Expedition fee is applied to all travel costs associated with hotels, village meals, local transportation, and certified guides, consistent with the following categories:
 1. **In-Country Expenses – Non-Project (~50% of fee)**
 - i. 2 nights in hotel
 - ii. Food, drinks, snacks
 - iii. Food prep support
 - iv. Medical supplies, EMT Utah volunteer
 - v. Housing, transportation, in-community camp logistics
 - vi. Staff time in-country, 2 Expedition leaders
 2. **In-Country Expenses – Project (~30%)**
 - i. Materials for project
 - ii. Technical support staff
 - iii. Project prep (3-6 months prior to trip)
 - iv. Post-project follow-up support (1-2 years post-trip)
 3. **General Ongoing Project Budget (~20%)**
 - i. General fundraising for current and future development projects in Expedition country

- ii. General fundraising for current and future development projects in all CHOICE Humanitarian countries

VII. Fundraising Policy

- a) **Online Platform.** In the event a participant chooses to fundraise a portion of their Expedition fee through the online CHOICE Humanitarian fundraising platform, the participant will be responsible for tracking the status of their payments to ensure the donated funds will not create an overpayment of the Expedition fee. *If the participant's fundraising account includes an overpayment at the time the full Expedition fee is due (60 days prior to departure), it is understood that the difference will be considered a donation to CHOICE Humanitarian and will not be refunded.*
- b) **Matching Contributions.** All matching contributions from corporations on behalf of participants must be received at CHOICE Humanitarian headquarters at least 30 days prior to the Expedition departure date. CHOICE Humanitarian is aware that some matching fund programs pay only on a quarterly basis. In this case, the participant and CHOICE Humanitarian will mutually agree upon a due date for receiving the matching funds. Notwithstanding this requirement, the participant will be responsible for ensuring that their full Expedition fee is paid at least 60 days prior to the Expedition departure date.

VIII. Cancellation Policy

- a) The balance of the Expedition fee is due at least 60 days prior to departure. Participants may cancel their space or transfer their payments to another person or a future expedition based on the schedule below:
 - 1. **Expedition Deposit**
 - i. The \$300 Expedition deposit is non-refundable and non-transferable.
 - 2. **From date deposit is paid until 60 days prior to Expedition**
 - i. Expedition payments are refundable, or may be transferred to either another person or to a future Expedition scheduled within one year from when the deposit is received. In either case, the non-refundable \$300 deposit will be withheld.
 - 3. **30-60 days prior to Expedition**
 - i. Expedition payments are non-refundable, but may be transferred (not including the \$300 deposit) to another person going on the scheduled Expedition or to a future Expedition scheduled within one year from when the deposit is received.
 - 4. **15-29 days prior to Expedition**
 - i. Expedition payments are non-refundable, or may be transferred (not including the \$300 deposit and an additional \$200 processing fee) to another person going on the Expedition or to a future Expedition scheduled within one year from when the deposit is received. Participants that cancel during this period may also be responsible to CHOICE Humanitarian for any additional expenses incurred as a result of the cancellation.
 - 5. **14 days through departure date**
 - i. All payments are non-refundable and non-transferable.
- b) During these time periods, if cancellation is necessary because of events beyond the control of the participant, a refund or transfer of the Expedition fee, including the Expedition deposit, may be approved. All circumstances will be evaluated by CHOICE Humanitarian on an individual basis. The \$200 processing fee may not be required under these circumstances.
- c) Conditions in developing countries or the inability to completely fill an Expedition group may result in the cancellation of an Expedition. If CHOICE Humanitarian cancels the trip, the Expedition fee is fully refundable, including the deposit. If an Expedition participant submits a deposit, but later cancels their

trip as the result of a subsequent travel warning or public announcement from the U.S. Department of State that CHOICE Humanitarian has not deemed necessary or relevant to impede the Expedition, then the Expedition fee paid, minus the \$300 deposit and any expenses already incurred by CHOICE Humanitarian, is fully refundable.

- d) CHOICE Humanitarian strongly recommends that all Expedition participants purchase travel/cancellation insurance that will provide proper coverage for such instances. CHOICE Humanitarian will not make refunds for accommodations or services included in the Expedition fee, but not used by the participant.
- e) All payments received from persons on behalf of a participant are refundable upon request from the participant. Donors can choose also to transfer donations to the CHOICE Humanitarian Expedition Scholarship Fund.

IX. Add-on Tour Cancellation Policy

- a) Partners. CHOICE Humanitarian partners with several trusted tour companies who facilitate various optional add-on tours, such as Machu Picchu, Galapagos, or African Safari. Cancellation and subsequent refunds will be based on the tour providers' individual policies, which are accessible on the Expedition website. CHOICE Humanitarian will not be held responsible for any cancellation fees or non-refundable tour payments. Please see specific tour provider policies for further details.
- b) Payment. In order to secure a spot in a tour coordinated by CHOICE Humanitarian, tour reservation and payment must be made at least 60 days prior to the start of the Expedition. Interested participants can sign-up for optional tour add-ons through the online Expedition Application.

X. Prior to the Expedition

- a) Required Documentation. To be fully qualified for an Expedition, participants are required to provide the following documentation to CHOICE Humanitarian:
 - 1. Completed online Expedition Application;
 - 2. Copy of passport (must be valid for at least 6 months beyond return dates of travel);
 - 3. Copy of complete flight itinerary;
 - 4. Confirmation of medical evacuation insurance; and
 - 5. Completed medical portion of the online Expedition Application

All completed documentation and materials are due at least 30 days before the start of the Expedition.

- b) Passport. In accordance with US State Department guidelines and international travel regulations, CHOICE Humanitarian requires all Expedition participants to have a passport that will remain effective for at least six months beyond the Expedition return date. Failure to meet this requirement may prevent you from boarding your flights, entering or exiting the country, etc., and therefore may put your ability to participate in the Expedition in jeopardy. Additionally, participants will be responsible for carrying and safeguarding their own documentation – e.g., passports, tourist cards, visas, etc. during the entire Expedition.
- c) Visa Application. The CHOICE Humanitarian Expedition Coordinator can help provide contact information and/or answer general questions regarding the visa application process. Participants are responsible for consulting with the appropriate embassy for current information regarding applications and requirements for visas. CHOICE Humanitarian recommends that participants are proactive in understanding requirements and obtaining necessary visas. Participants are responsible for all fees associated with obtaining visas.

- d) Immunizations and Health. Expedition Participants are fully responsible for their health before, during, and after the Expedition. They should consult with their personal physician and/or international travel clinic regarding required immunizations. CHOICE Humanitarian suggests starting immunizations long before the scheduled departure date, since some immunizations may require multiple doses. Testing for some diseases may be required after returning home. Please see <https://www.cdc.gov/> for the most up-to-date information.
- e) Expedition Travel Affidavit for Minors. Expedition participants must be 18 years or older, unless accompanied by an adult. For a minor (under the age of 18) to travel out of the United States without both parents or legal guardians, a [notarized affidavit](#) must be obtained and presented to immigration officials upon departure and return to the United States. Failure to present this affidavit may result in officials refusing to allow the minor to leave the country. CHOICE Humanitarian requires a copy of the document to be put on file, which is due as part of the other pre-departure documentation 30 days prior to departure. The minor is responsible to keep this document on-hand and present it with their other required travel documentation when traveling to and from the Expedition destination.
- f) Medical Preparation/Clearance. CHOICE Humanitarian encourages a physical check-up before applying for an Expedition. CHOICE Humanitarian reserves the right (but is under no obligation) to evaluate health issues of applicants before accepting their application. Any applicant with high blood pressure, heart or lung disease, or any physical impairment is responsible for obtaining prior approval from their physician to participate in an Expedition (see medical portion of the CHOICE Humanitarian Expedition Application).

XI. Confidentiality

- a) Please note, all information disclosed in the medical portion of the application will remain confidential amongst CHOICE Humanitarian leadership. CHOICE Humanitarian will use contact information strictly for purposes related to the Expedition and/or CHOICE Humanitarian correspondence. CHOICE Humanitarian will not give out or sell personal information, including contact information, to any third party.

XII. Medical Evacuation and Travel Insurance

- a) Insurance. CHOICE Humanitarian Expeditions take place in rural locations where medical services are often not available. Therefore, **CHOICE Humanitarian requires all participants to show proof of medical evacuation insurance coverage of at least \$25,000 per person.** Evacuation insurance covers emergency transportation (airlifting if necessary) to a hospital or clinic. Most personal insurance policies do not cover evacuation insurance, but generally there are inexpensive temporary policies available. **In addition, CHOICE Humanitarian strongly recommends that participants purchase travel insurance covering accidents, baggage loss, flight delays, and unexpected flight cancellation.** CHOICE Humanitarian is not responsible for any costs incurred by these aforementioned events. The CHOICE Humanitarian Expedition Manual contains a list of recommended travel insurance providers.
- b) Medical Treatment. Unforeseen accidents or illnesses can arise that may require treatment in less than ideal circumstances. CHOICE Humanitarian will do all that is possible to arrange adequate treatment, supplies, or transportation where available. If treatment or other care is provided in the event of an accident or illness, those providing treatment and care do so as “Good Samaritans” and with the expectation that they have no legal or other liability as a result of providing such gratuitous services. Participants are responsible for payment of any costs, fees, or other expenses that may arise as a result of an accident, illness, or other occurrence in the course of travel to and from, as well as during participation in, the Expedition.

XIII. Safety during the Expedition

- a) Expedition Safety. Humanitarian work is often needed in countries with unstable governments. Safety is always a concern when traveling and living in developing countries, the conditions of which may result in circumstances beyond the control of CHOICE Humanitarian. Thus, participants that demonstrate both patience and flexibility tend to enjoy CHOICE Humanitarian Expeditions the most. Even when safety recommendations are followed, accidents, delays, cancellations, acts of terrorism, violence, and crimes may result in loss of property, bodily harm, or even death to participants. Each participant agrees to assume these risks during the Expedition.
- b) Travel Warnings. All participants agree to read an updated **Consular Information Sheet and Applicable Travel Warnings and Public Announcements from the U.S. Department of State** for the country to be visited, both at the time the Expedition Application is submitted and prior to departure on an Expedition (see <http://travel.state.gov>). All participants are encouraged to be informed about any national news concerning the Expedition country.

XIV. Village Accommodations

- a) Accommodations. Participants of CHOICE Humanitarian Expeditions are considered esteemed guests in each rural village. Participants will sleep in tented encampments, on the cement floor of a schoolhouse, or in the homes of villagers. Accommodations are rustic in nature as permanent bathroom facilities, bedding, running water, heating, and/or electricity may or may not be available.
- b) Village Interactions. As it pertains to Expedition coordination and community development, participants unconditionally agree that all interaction, communication, and work before, during, and after the Expedition, with CHOICE Humanitarian villages, villagers, and in-country staff will be done through CHOICE Humanitarian headquarters and in accordance with approved policy and procedure. Personal interactions on social media fall outside of the policy. Participants are responsible to research and understand said policy, especially the procedure for post Expedition involvement.
- c) Standards of Personal Conduct. All participants are considered ambassadors for their countries and CHOICE Humanitarian. There is a high expectation for participants to respect the reputation of trust and consideration that has been established through years of interaction with villagers and in-country directors. All participants will be expected to maintain high standards of conduct that reflect honor, morality, respect, graciousness, etc. while in the villages and in the countries where CHOICE Humanitarian serves. Participants will be expected to abstain from narcotics of any kind and alcohol intoxication. Consumption of drugs or alcohol is not permitted while staying in the village.
- d) Anti-Discrimination. CHOICE Humanitarian Expeditions do not discriminate on the basis of race, creed, gender, sexual orientation, or ethnic origin. CHOICE Humanitarian is a non-political, non-denominational organization and does not allow proselytizing of any kind while on Expeditions.
- e) Termination of Involvement. CHOICE Humanitarian reserves the right to terminate a participant's involvement, without reimbursement, at any point of the Expedition if there is failure to comply with these conditions. Participants who fail to meet these conditions will be removed from the village and either: (i) be accompanied by CHOICE Humanitarian in-country staff to their local office until completion of the Expedition, incurring all costs associated with travel, food, and lodging, etc., or (ii) sign a release form that absolves CHOICE Humanitarian of their responsibility. Additionally, disregard of these policies could negatively impact the non-profit status of CHOICE Humanitarian.
- f) Gifting Policy. CHOICE Humanitarian has a strict "NO INDIVIDUAL GIFTING" policy, meaning expeditioners are not allowed to provide items to individual villagers (e.g., leaving a coat with one particular villager, giving a soccer ball to one particular child, etc.). Our gift to the villagers is the project—their gift to us is their hospitality. In some cases, group donations of clothing, sporting

equipment, school supplies, etc. may be appropriate if made under the direction of the CHOICE Humanitarian staff and community leaders.

XV. *Limitation of Damages*

- a) Limited Liability. In the event CHOICE Humanitarian is held liable under any circumstances, participant agrees that such liability will be limited to the participant's actual Expedition costs paid to CHOICE Humanitarian. No third party may rely on this Agreement or recover damages based upon the terms hereunder.
- b) Responsibility & Liability – Release & Waiver. Each participant agrees to release and hold harmless CHOICE Humanitarian and its officers, directors, and employees from all damages, personal injuries, death, and claims arising in connection with an Expedition, unless caused by the gross negligence of CHOICE Humanitarian. In the event of cancellations and delays that affect the original itinerary, CHOICE Humanitarian will use reasonable efforts to provide comparable accommodations or services. The participant unconditionally, knowingly, and voluntarily agrees to waive and release on behalf of himself and his heirs, executors, and insurers any and all claims of any nature whatsoever, whether known or unknown, against CHOICE Humanitarian and its officers, directors, employees, and insurers arising out of any event occurring or alleged to have occurred during an Expedition, unless caused by the gross negligence of CHOICE Humanitarian. This release includes, without limitation, all rights or claims arising under any applicable state or federal statute, foreign law, international law, or any common law cause of action, including any claims for attorney's fees or other costs.
- c) Release & Waiver: Medical Services. CHOICE Humanitarian has affiliated with TAC Educational Services Inc. dba EMT Utah, EMT Utah Volunteer Corps, Utah Emergency Medical Training Council ("TAC") to provide an EMT or EMTs who will attend and be available to provide medical services on certain CHOICE Humanitarian Expeditions. Participant understands and agrees that EMTs are limited in the medical services they can provide (particularly in adverse conditions affected by terrain, weather, isolation, etc.), have no duty to provide medical services, and may not be able to treat or resolve all injuries or medical issues. Participant agrees to assume any and all risk associated with the provision of medical services on the Expedition.
- d) Indemnification. Participant agrees to release, indemnify, and hold harmless TAC, the EMT participant(s), and the company's officers, affiliates, directors, and employees ("Released Parties") from any and all damages, losses, expenses, injuries, causes of action, and claims, without limitation, arising in connection with an Expedition, medical services and treatment or lack thereof, regardless of whether or not caused in whole or part by the negligence or other fault of the Released Parties.

XVI. *COVID-19*

- a) CHOICE Humanitarian and COVID-19. CHOICE Humanitarian is aware of and actively monitoring the global pandemic brought about by COVID-19 ("COVID"). CHOICE Humanitarian remains committed to the safety of its employees, contractors, and volunteers, as well as those who live in the communities served by CHOICE Humanitarian volunteers. Additional travel requirements for all participants are in place and outlined below.
- b) Travel Requirements. On May 19, 2021, the Center for Disease Control and Prevention ("CDC") announced that all air passengers entering the United States from a foreign country must test negative for COVID no more than three days before their flight departs for the United States. The negative test result or documentation indicating recovery from COVID must be presented to the airline prior to boarding the flight. In accordance with CDC guidelines, CHOICE Humanitarian recommends that each participant be fully vaccinated against COVID before traveling internationally. CDC and CHOICE Humanitarian recommend that each participant receives a COVID test between three and five days after arriving home and that each participant self-monitors for COVID symptoms after travel. CHOICE

Humanitarian expresses its support for CDC and encourages all participants to comply with every guideline promulgated by CDC, found here.

- c) Choice Humanitarian Liability. By submitting an Expedition Application, each participant hereby acknowledges and agrees to the following:
1. I acknowledge the contagious nature of COVID and that CDC and other health authorities recommend practicing social distancing and limiting travel;
 2. I acknowledge the risk that I may be exposed to or contract COVID by participating in an Expedition, which may lead to serious illness, disability, or death;
 3. I acknowledge that while CHOICE Humanitarian has implemented measures to reduce the risk of contracting COVID, CHOICE Humanitarian cannot guarantee that I will not become infected with COVID due to my participation in the Expedition, and that participating in the Expedition may increase my risk of contracting COVID;
 4. I hereby waive and release any and all claims, now known or hereafter known, against CHOICE Humanitarian and its officers, directors, managers, employees, agents, affiliates, successors, and assigns on account of any injury, illness, disability, or death arising out of or attributable to COVID and my participation in the Expedition; and
 5. I hereby consent to receive medical treatment deemed necessary if I am infected with COVID at any time while acting as a participant in the Expedition and I hereby release, forever discharge, and hold harmless CHOICE Humanitarian from any claim based on such treatment.

XVII. *Miscellaneous Provisions*

- a) Enforceability. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Utah, without regard to its “conflicts of laws” principles. Venue for any legal proceedings concerning this Agreement shall be in the state or federal courts in Salt Lake County, Utah. “Agreement”, as used herein, means the application form, deposit, release and waiver, and all the terms and conditions described in this document. Upon the acceptance of the applicant for an Expedition, this document becomes a binding agreement between the parties. The terms “applicant” and “participant” are used interchangeably in this Agreement. The rights and obligations of the participants under this Agreement shall inure to the benefit of and shall be binding upon their heirs, agents, personal representatives, successors, and permitted assigns. The rights and obligations arising under this Agreement cannot be assigned by participant without the prior written consent of CHOICE Humanitarian, which CHOICE Humanitarian may withhold in its sole discretion.
- b) Entire Understanding. This Agreement constitutes the entire understanding and agreement between and among the parties and supersedes all prior agreements, representations or understandings between or among the parties, or any of them, relating to the subject matter hereof. Modifications to this form Agreement provided by CHOICE Humanitarian are not binding on CHOICE Humanitarian unless a written amendment is signed by CHOICE Humanitarian and all participants listed on the front page of the Expedition Application, and such written amendment and signatures are attached as an addendum to this Agreement. CHOICE Humanitarian is a DBA of Center for Humanitarian Outreach and Inter-Cultural Exchange, a Utah nonprofit corporation.