

Mission Travel Terms & Conditions

I. STATEMENT OF PURPOSE

HELPS International is a non-profit, 501(c)(3) corporation, officially organized in 1983 (Texas Charter Number 684778). Helps is a non-denominational Christian organization which provides assistance to the people of rural Guatemala. The objectives of HELPS programs are to:

1. Solve a real need in the area
2. Avoid development of a welfare mentality
3. Maintain the local inhabitants' dignity
4. Design programs to be self-sufficient once HELPS volunteers have departed.

HELPS coordinates its activities with other organizations within the host country, including applicable governmental agencies to provide efficiency and cost savings. Established non-government organizations (NGO's), including missionary organizations, provide invaluable knowledge of customs, language and access to key community leaders. HELPS strongly believes in working within the local legal, cultural, and organization structures.

HELPS recruits, organizes, and supports foreign (mostly U.S.) short term, volunteer, mission teams to work in all its programs:

- Medical Care – exams, prescriptions, sophisticated surgical operations, dental, and optical services in partnership with U.S. hospitals and pharmaceutical suppliers.
- Health Promotion –home hygiene, water projects, healthcare, and literacy programs (both children and adults)
- Education – school facilities, supplies, student sponsorships, and teacher training
- Construction and Infrastructure – homes, floors, community facilities, sanitation
- Economic Development – locally operated businesses involving manufacturing, agriculture, and products reflecting local craftsmanship for sale to local and export markets.

HELPS is extremely aware of its leadership role and the example it must portray in the community representing Helps, the allied mission organizations, and the United States. As a result, we require employees and volunteers to conduct themselves in a manner consistent with a conservative standard of conduct. We must remember: 10 minutes of improper behavior can ruin 10 years of effort to build trust and credibility by the organization. This is true whether a person is in Guatemala City preparing to go on site, on site working, or in Antigua (or any other location) following a period of hard fieldwork. We are guests in the local culture, and, therefore, must be aware of local customs and sensitive to our conduct. The following are HELPS policies regarding conduct:

- Avoid public displays of affection between single volunteers and/or employees. Team members should conduct themselves so as not to even hint at conduct unbecoming to HELPS or which could be construed as immoral.
- Consumption of alcohol by HELPS team members and staff is limited to the rest and recovery period while "off duty" and then only in moderate amounts. At no time should a HELPS team member or employee be considered under the influence of alcohol.
- Personal conduct of HELPS volunteers and employees should always be above question. Remember that the conduct of individuals is seen as HELPS, our allied organizations and our country.
- While in the mission field, women volunteers should wear either long dresses or baggy pants. In the local society tight pants can be sexually misunderstood. For those working in triage, local crowd control, or in the community this is especially important.
- HELPS staff pay for services rendered by local providers, therefore volunteers should never attempt to pay for these services. (Obviously, this does not apply to stores, etc.)
- Volunteers do not "give away" candy, gum, toys, money, Polaroid pictures, etc. This produces dozens of children following groups looking for handouts.
- Volunteers are encouraged to ask questions about local customs. This might avoid an awkward or embarrassing situation.

(1) Conduct detrimental to HELPS by any team member or employee is cause for that person not to be invited for further participation in HELPS projects. Determination is the responsibility of the respective team leader and the President of HELPS International.

(2) Team Leaders are responsible for the overall organization and function of their teams. If circumstances arise and the Team Leader deems it necessary, team members can be returned home without refund of expenses.

You understand and agree to conduct yourself in a manner consistent with the above statements.

HELPS is delighted to have you as a volunteer. The experience will be richly rewarding and, perhaps, even life changing. Your suggestions are welcomed and encouraged.

II. GENERAL RELEASE AND WAIVER AND ASSUMPTION OF RISK

PLEASE READ THIS GENERAL RELEASE AND WAIVER AND ASSUMPTION OF RISK ("AGREEMENT") CAREFULLY BEFORE YOU AGREE TO IT. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONSULT AN ATTORNEY BEFORE YOU SUBMIT THIS APPLICATION.

1. Assumption of Risk

I acknowledge that I have applied to be a volunteer in the work of Helps International ("HELPS"). I am aware and acknowledge that the work of HELPS may subject me to a number of risks and dangers. I understand and acknowledge that the work of HELPS may involve hazardous or dangerous activities and that my participation in such work may subject me to the risk of injury, illness or death. I have volunteered to participate in the work of HELPS in Guatemala. I understand and acknowledge that I may be subject to a number of additional risks and dangers involved in transportation to and in Guatemala (including traveling in light airplanes), the risk and danger that adequate medical facilities may not be available should I require medical attention, and the risks and dangers of residing in and being subject to the laws of a foreign country. I have been made aware of the conditions that presently exist in Guatemala, specifically, but not limited to, social and political unrest, guerrilla and terrorist activity, unsanitary health conditions in camps, villages, and other municipalities, including the risk of hepatitis, malaria, cholera, polio, and other diseases. I voluntarily agree to assume all of the above risks, and all other risks associated with my participation in the work of HELPS, whether known or unknown.

2. General Releases

As consideration for being permitted by HELPS to participate in this work, I hereby release and forever discharge HELPS, their directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates for any and all claims and demands of whatever kind or nature, whether known or unknown, that arise out of or are connected in any way whatsoever with my voluntary participation in the work of HELPS.

3. Release Re: Medical Treatment

As further consideration for being permitted by HELPS to participate in their work, I hereby release and forever discharge HELPS, their directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates from any and all claims and demands of whatever kind of nature, whether known or unknown, that arise out or are connected in any way whatsoever with any first aid, medical treatment or services rendered me during my participation in or in any way related to HELPS work.

4. Binding Effect

I understand and acknowledge that this Agreement is a binding legal document that affects my legal rights and remedies. I further understand and acknowledge that this Agreement binds not only me but also my spouse, children, heirs, representatives, distributes, guardians and assigns.

5. No Employee Status/No Workers Compensation/No Malpractice Insurance/No Employee Benefits

I understand and agree that I am not an employee of HELPS because I participate as a volunteer in the work of HELPS. I understand and agree that HELPS is under no obligation to provide, and do not provide, workers compensation or malpractice insurance or any other employee benefits of any kind whatsoever.

6. Scope

I understand and agree that this Agreement is intended to be interpreted and construed as broadly and inclusively as permitted under the laws of the State of Texas. If legal proceedings are filed I understand they will be tried only in the State of Texas.

7. Entire Agreement/Amendment Only by Writing

I understand and agree that this Agreement constitutes the entire agreement between me and HELPS concerning my participation in the work of HELPS and supersedes all negotiations and statements made prior to or contemporaneous with the execution of this Agreement. I further understand and agree that this Agreement may only be modified or amended by a writing signed both by me and by an authorized representative of HELPS, and that this Agreement may not be orally amended.

8. Governing Law/Forum

I understand and agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. I hereby further agree that any litigation, administrative proceeding or arbitration concerning this Agreement or my participation in the work of HELPS shall be brought and conducted in the Superior Court of the state of Texas in and for the County of Dallas. I agree to be subject to personal jurisdiction and venue in the state of Texas, County of Dallas, and hereby waive any right I may have to commence any litigation, administrative action or arbitration relating to this Agreement or my participation in the work of HELPS in any form other than the Superior Court of the State of Texas in and for the County of Dallas.

9. Invalidity of Any Clause

I understand and agree that in the event any clause, sentence or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, sentence or provision shall not affect the validity or enforceability of the remaining provisions.

10. Terms Contractual

I understand and agree that the terms of this agreement are contractual and are conditions precedent to my participation in the work of HELPS and it is not mere recitals.

11. Release of Identity

I hereby authorize the use of my picture, whether video or still, and/or verbal statements made by me, to HELPS International or other organizations allied with HELPS International, in news or promotional material or video.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND BINDING EFFECT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY PRIOR TO THE TIME I SIGNED IT. I UNDERSTAND THAT THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN ME AND HELPS THAT AFFECTS MY LEGAL RIGHTS. I REPRESENT THAT I AM AGREEING TO THESE TERMS AND CONDITIONS KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL.

CODE OF CONDUCT CONTRACT FOR UNDERAGE VOLUNTEERS

Because HELPS International is a U.S.A. based relief organization, we require every volunteer under the age of 21 to agree to the following terms before participating in any HELPS sponsored projects. The minor's parent or legal guardian must also agree with the following contract. By submitting an online application, the minor's parents or legal guardian indicate and agree that they will be responsible for the minor's conduct during the entire mission.

1. I agree to conduct myself in a manner consistent with helps international policies and, if applicable, the missionary team's standard of conduct and attire the entire time that i am in Guatemala and will be sensitive to local customs and cultures as they are made known to me.
2. I will not wear inappropriate clothing such as tank tops, string tops, tight pants or shorts while in the mountain regions. I will reserve such vacation attire until my stay in Antigua, and I will keep in mind that while I am in Guatemala, I represent HELPS international at all times.
3. Furthermore, I commit to fully abstain from consuming alcoholic beverages or illegal substances at any time during this trip, including the time spent in Antigua and during travel to and from Guatemala.

Parents traveling with volunteers who are 18 years or older may allow underage volunteer(s) to consume alcoholic beverages at their discretion, but only in Antigua and with the parent(s) present. In such cases, parent(s) assume full responsibility for the underage volunteer's subsequent actions, behavior, and/or health condition. In doing so, parent(s) agree to release HELPS International from any and all liabilities resulting from such activities.

In accordance with Guatemala's local laws, absolutely no alcohol or cigarette consumption is allowed for minors who are under 18 years of age. NO EXCEPTIONS.

HIPAA NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

I. YOUR RIGHTS

You have the right to:

- Get a copy of your reported medical conditions / prescription records
- Correct or amend your reported medical conditions / prescription records
- Request confidential communication regarding your reported medical conditions / prescription records
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

II. YOUR CHOICES

You have some choices in the way that we use and share information as we:

- Provide disaster relief
- Tell family and friends about your condition
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

III. OUR USES AND DISCLOSURES

We may use and share your health information as we:

- Treat you in case of emergency

- Run our organization
- Bill for emergency services rendered
- Help with public health and safety issues
- Do statistical research
- Comply with the law
- Work with a medical examiner or funeral director
- Address law enforcement and other government requests
- Respond to lawsuits and legal actions

IV. YOUR RIGHTS

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable fee if necessary
- You can ask us to correct health information about you that you think is incorrect or incomplete. A
- We may say "no" to your request, but we'll tell you why in writing within 60 days.
- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. We will say "yes" to all reasonable requests.
- You can ask us not to use or share certain health information for treatment, payment of treatment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care.
- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.
- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

V. YOUR CHOICES

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- if you are not able to tell us your preference (for example if you are unconscious), we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases, we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Fundraising

In the case of fundraising, we may contact you for fundraising efforts, but you can tell us not to contact you again.

VI. OUR RESPONSIBILITIES

We can share health information about you in response to a court or administrative order, or in response to a subpoena. In addition,

- We are required by law to maintain the privacy and security of your protected health information.

- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html

VII. CHANGES TO THESE TERMS AND CONDITIONS

HELPS International, Inc. reserves the right to change any and all content contained in these terms and conditions and any services offered at any time without notice.