

GLOBAL MAMAS VOLUNTEER AGREEMENT



This Volunteer Agreement ("Agreement") is made this ____ day of _____, 20____, between *Global Mamas*, an Arizona nonprofit corporation operating at 2205 NE California St. #110, Minneapolis, MN 55418, and _____ ("Participant"), an individual residing at _____.

This legally binding Agreement sets forth the terms and conditions under which the Participant will pay the program fee in consideration of Global Mamas providing a volunteer program to the Participant that provides educational, training, and consultative assistance to small businesses in Africa.

THIS AGREEMENT MUST BE SIGNED AND RETURNED TO *GLOBAL MAMAS* NO LATER THAN THIRTY (30) CALENDAR DAYS PRIOR TO THE PARTICIPANT'S DEPARTURE DATE. THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN THE CANCELLATION OF PARTICIPANT'S PARTICIPATION IN THE VOLUNTEER PROGRAM.

1. PROGRAM FEE

The program fee covers all project/program costs, lodging, administrative expenses, and volunteer support costs, as described in more detail in the information for Participant's program. The program fee does not cover, and therefore the Participant is solely responsible for covering the cost of: 1) travel to and from the country of service, 2) required vaccinations, 3) visa to country of service, 4) travel medical insurance, 5) food in country, 6) in-country ground transportation (with the exception of transport to and from the airport), 7) expenses incurred during free time, personal time or on activities which are outside Participant's program, 8) any personal medical expenses incurred while in country not covered by the Participant's travel medical insurance, and 9) any expenses incurred should Participant choose to depart early or remain in country beyond Participant's scheduled departure from the country.

Participant is solely responsible for any airfare or other travel fees to the assigned location (with the exception of transport to and from the airport in the destination country) and any charges, expenses, or penalties, that might result from any cancellation or change in Participant's program, whether Participant cancels the program or it is cancelled or altered by Global Mamas. Global Mamas strongly recommends that Participant purchase trip cancellation insurance. Global Mamas is not responsible for any costs or loss that Participant may incur because of delays or losses caused by any airline, other transportation or car rental company, travel agent, hotel, restaurant, medical facility, or any other third party organization. In addition, Global Mamas is not responsible for any costs or loss that Participant may incur because of any act of terrorism or activity or failure to act by any governmental entity, including any delay or change of travel plans caused by any action by any governmental entity. In addition, Global Mamas is not responsible for any costs or loss that Participant may incur due to natural disasters or epidemics that may result in early departure.

During Participant's program, Global Mamas may arrange with third parties for goods or services for Participant, and, if such goods and services are covered by the program fee, as set forth above, Global Mamas will pay for such goods and services. Participant acknowledges and agrees, however, that Global Mamas shall not be responsible for the acts or failures of any third party who provides goods and services in connection with Participant's participation in Global Mamas' programs.

2. PAYMENT TERMS

Participant must submit the following to Global Mamas:

- (a) at least 60 calendar days prior to Participant's departure:
 - (i) the program fee; and
 - (ii) a completed and signed health and emergency contact form; and
- (b) at least 30 calendar days prior to Participant's departure, proof of Participant's medical insurance covering illness and injury during the Participant's program; and
- (c) at least 30 calendar days prior to Participant's departure, an executed original of this Agreement.

Items received after their due date will be accepted only in Global Mamas' discretion. Global Mamas reserves the right to cancel Participant's participation in the volunteer program if Participant fails to timely submit the items listed above.

3. CANCELLATIONS & REFUNDS

Global Mamas reserves the right, in its sole discretion, to cancel the program, in which Participant is scheduled to participate, any time prior to departure, for any reason. In the unlikely event of such a cancellation, or if a program match cannot be made for the Participant, the total amount paid to Global Mamas will be refunded to Participant. Other than such refund, Global Mamas will not be responsible to Participant for any other refund, costs, interest, liability or damages of any kind in connection with the cancellation.

If Participant cancels his/her participation in the Global Mamas' program for any reason, Participant must notify Global Mamas in writing. The cancellation will be effective upon receipt of the written notification by Global Mamas. Participant acknowledges that Global Mamas incurs substantial administrative and planning costs prior to the departure of Participant, therefore Global Mamas will refund the program fee only if Participant cancels more than 60 calendar days prior to the scheduled departure date. No portion of the program fee is refundable if the cancellation is received less than 60 calendar days before the scheduled departure date. No refunds will be made for unused portions of the program fee due to Participant's failure or inability to participate in or complete the Global Mamas' program or in the event that the Participant fails to obtain medical insurance in the form acceptable to Global Mamas, fails to provide to Global Mamas proof of insurance, at least 30 calendar days prior to Participant's departure as set out in clause 4, or fails to provide to Global Mamas an executed original of this Agreement at least 30 calendar days prior to Participant's departure. In the event that Participant solicits any donations to Global Mamas from organizations or individuals, such donations allocated are not refundable if Participant does not participate in the program for any reason.

4. MEDICAL INSURANCE & EMERGENCY TREATMENT

Participant must obtain his/her own travel medical insurance at his/her cost. Insurance must cover illness and injury to Participant during Participant's participation in the Global Mamas' program and evacuation insurance for transport to adequate health care facilities and/or Participant's home, if necessary. Proof of this insurance must be provided to Global Mamas 30 calendar days prior to departure. If Participant fails to obtain insurance in the form acceptable to Global Mamas or fails to provide to Global Mamas proof of insurance 30 calendar days prior to the scheduled departure date, Global Mamas shall have the right to refuse Participant the right to participate in the Global Mamas' Program and in such an event, no portion of the program fee shall be refundable.

Should any medical emergency arise which precludes Participant's ability to consent to emergency treatment when such authorization is required, Global Mamas will endeavor to communicate with emergency contact person, specified by Participant on the health & emergency contact form, to request permission for any necessary treatment. If Global Mamas' personnel believe, in their sole discretion, that time or circumstances do not permit such communication or if a communication is unable to be made, Participant authorizes Global Mamas to consent on his/her behalf to any medical treatment, including all types of medical examinations, diagnosis, medication, treatment, or physician or hospital care, that is deemed advisable by, and is to be rendered under the general or special supervision of any physician or surgeon. Participant agrees not to hold Global Mamas, its personnel, agents, affiliates, staff and directors responsible for any actions, liability, costs or damages relating to any such medical or emergency treatment.

5. PUBLICITY

Participant acknowledges and agrees that in the course of Participant's participation in the Global Mamas' program and after the completion of the program, Global Mamas may record Participant's comments on his/her experience. Participant consents to the use of Participant's comments (whether photographed, filmed or videotaped, including, without limitation, portions of a film or videotape) or any portion of such in any manner developed now or in the future, including, without limitation, fund-raising and promotional materials, advertising for television, radio, print or other media, and any other Global Mamas' presentations. Participant agrees that, in connection with such use, Global Mamas, and persons acting for or on behalf of Global Mamas, may identify Participant and may identify Participant's name, age, city and state/territory/other district or country of residence. Participant releases, indemnifies and agrees to hold harmless Global Mamas, and persons acting for or on behalf of Global Mamas, from any liability for acts authorized under this section of Agreement.

6. COMPLIANCE WITH LAWS

Participant will be the guest of Global Mamas and the host country of the assigned location. Participant agrees to follow all applicable rules, policies and guidelines of Global Mamas, and any organization that is conducting activities in which Participant is participating, and to abide by the laws and regulations of the host country and of the United States of America and the State of Arizona, and to behave in a manner that is appropriate in the host country.

If Participant does not comply, at all times, with all laws and regulations and all rules, policies, and guidelines, referred to above, or does not act appropriately as determined by the local personnel of Global Mamas, or the local personnel of Global Mamas become concerned that, as a result of Participant's physical health or mental condition, it may not be in the best interest of Participant to continue to participate in Global Mamas' program, Global Mamas, in its sole discretion, has the authority to require Participant to immediately leave the host country. In such an event, the Participant agrees that he or she will promptly comply with Global Mamas' request to leave the host country. In addition, Participant gives Global Mamas' personnel Participant's permission to discuss Participant's situation, including Participant's health, physical or mental condition, with any person, including any family member, medical personnel, school official, or counselor, and to release any information concerning Participant to such person, whom Global Mamas, in its sole discretion, believes would be advantageous or helpful to deal with any concerns that Global Mamas' personnel may have and/or to determine whether Participant should remain in the host country. If Participant is required to leave the host country, Global Mamas will provide transport to the appropriate airport or other means for departure. There will be no refund of the program fee and Participant will be responsible for all costs incurred as a result of being required to leave the assigned location before the originally-scheduled departure date, including but not limited to, the cost of transportation from the host country to the Participant's home.

7. DISPUTE RESOLUTION

This Agreement shall be construed pursuant to the laws of the State of Arizona. No dispute under this Agreement may be brought before any judicial or quasi-judicial entity unless the party aggrieved first notifies the other party of the claim and attempts to resolve the dispute in good faith. Upon notification of a dispute or claim, a representative(s) of each party will meet within 10 calendar days of notification to attempt to resolve the dispute in good faith. Prior to the meeting, the parties will investigate the circumstances of the dispute. The representatives will attend the dispute resolution meeting with reasonable authority to resolve the claim. If there is not resolution of the dispute, or the non-aggrieved party refuses to cooperate, the aggrieved party may seek arbitration or legal action, as further described below. Any dispute, which can't be resolved through the dispute resolution meeting, shall be settled by binding arbitration in Phoenix, Arizona (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved), in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator mutually agreed upon by both parties, and applying the laws of the State of Arizona (without regard to the conflicts of law provisions thereof), or if applicable, U.S. federal law. The arbitration award shall be final and binding on the parties. Notwithstanding the foregoing, either party shall have the right to seek and obtain appropriate equitable and provisional remedies exclusively in the Maricopa County Superior Court, State of Arizona. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for

and bear the cost of its own experts, evidence and counsel fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

8. LIMITATION ON LIABILITY

IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF GLOBAL MAMAS, ITS PERSONNEL, AGENTS, AFFILIATES, STAFF AND DIRECTORS, TO PARTICIPANT INCLUDING ATTORNEYS' FEES, EXCEED THE AMOUNT PARTICIPANT HAS PAID TO GLOBAL MAMAS.

9. ACKNOWLEDGMENT AND RELEASE

Participant understands that Global Mamas is a charitable organization and recognizes that participation in the program is voluntary. Participant accepts the fact that there are inherent risks assumed by participating in a program in Africa where the living conditions may be difficult including travel to, from and during the program. Participant has consulted with appropriate medical personnel and has determined that his/her health is adequate to participate safely in the Global Mamas' program.

PARTICIPANT RECOGNIZES THAT GLOBAL MAMAS DOES NOT ASSUME ANY RESPONSIBILITY FOR INJURY, SICKNESS, PERSONAL HEALTH, DEATH, OR LOSS OR DAMAGE TO PROPERTY WHILE PARTICIPANT IS PARTICIPATING IN A GLOBAL MAMAS' PROGRAM. ACCORDINGLY, PARTICIPANT HEREBY RELEASES GLOBAL MAMAS (INCLUDING ALL OF ITS PERSONNEL, AGENTS, AFFILIATES, STAFF AND DIRECTORS) FROM ANY AND ALL LIABILITIES FOR CLAIMS OF ANY TYPE OR DESCRIPTION, INCLUDING BUT NOT LIMITED TO STATUTORY OR COMMON LAW CLAIMS, CLAIMS FOR BREACH OF CONTRACT, TORT, FRAUD, OR DEFAMATION, OR CLAIMS WITH RESPECT TO ANY PHYSICAL OR MENTAL INJURY OR LOSSES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, SICKNESS, DISEASE, DEATH OR DAMAGE TO PERSON OR PROPERTY.

This release applies to any and all liability for any and all claims, of any type or description whatsoever, whether involving fees, expenses, or damages of any kind, of Participant or the estate of Participant. In the event that some other person or entity seeks compensation for claims as to which Participant has released Global Mamas from liability by executing this Agreement, Participant or his/her estate will indemnify and hold harmless Global Mamas for all sums reasonably incurred in response to such claims. Participant hereby agrees to indemnify and hold harmless Global Mamas against any and all liabilities and damages incurred by Global Mamas as a result of the actions of Participant.

AGREED TO AND ACCEPTED BY:

By: _____
Participant Signature

Witnessed By: _____
Witness Signature

Name: _____
Print Name

Witness Name: _____
Print Name

Date: _____

Date: _____

Please mail back to:
Global Mamas
Box 18323
Minneapolis, MN 55418
USA