

PARTICIPANT AGREEMENT

NOTICE TO PARTICIPANT: Please read this entire Participant Agreement carefully before signing. This is a binding agreement between you and Heart for Africa, Inc. If you understand and voluntarily agree to the contents of this Participant Agreement, please fill in the blanks, initial each page, and sign and date your signature in the space below for the “Participant’s” signature. Please mail two originals of the signed Participant Agreement to Heart for Africa, Inc., which will sign and return one original to you.

THIS PARTICIPANT AGREEMENT (“Agreement”) is made and entered into to be effective as of February 16, 2021, by and between Heart for Africa, Inc., a Georgia non-profit corporation with its principal office at P.O. Box 1308, Roswell, Georgia 30077 (“Nonprofit”) and _____, an individual residing at _____ (“Participant”) (individually referred to as “Party” and together the “Parties”).

RECITALS

A. Nonprofit is a nonprofit corporation whose mission is a faith-based humanitarian organization that focuses on bringing HOPE to the Kingdom of Eswatini, Africa in the areas of Hunger, Orphans, Poverty and Education (HOPE). Project Canaan is the 2500-acre land development where Nonprofit provides homes and other programs for children (“Children”). In just over ten years, Nonprofit has grown its family to 300+ children and employs 300+ men and women whose income in turn supports an average of 7 people per household.

B. Nonprofit fulfills its mission in Eswatini by alleviating hunger, rescuing and caring for orphans, fighting poverty with employment and providing education to children and adults through school and vocational training.

C. Nonprofit works with volunteers who are given the opportunity to travel to Eswatini, Africa and serve both on Project Canaan and in the surrounding communities and see first-hand the work happening daily to support the mission of HOPE.

D. Participant would like to travel to Eswatini, Africa to participate in a project described in Exhibit A, attached to and made a part of this Agreement, where the trip to and from Eswatini, Africa, the project and any and all side trips, itinerary changes, excursions, field trips, activities, meals, lodging and independent travel are referred to collectively as the “Trip” as a volunteer and not as a staff member, independent contractor, or employee of Nonprofit.

E. Nonprofit is willing to accept Participant as a volunteer to participate in the Trip only if Participant accepts and agrees to the terms and conditions set forth in this Agreement and indicates that acceptance and agreement by signing in the Participant signature block below.

AGREEMENT

In consideration of the Recitals, the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both Parties, Nonprofit and Participant agree as follows:

1. Recitals. The Recitals set out above are incorporated into and made a part of this Agreement.

2. Participation. Participant has been accepted to participate in the Trip. In connection with the acceptance process, Participant has completed the Trip registration, set up their funding campaign and paid a \$250 deposit to hold their space on the trip. Participant represents that the information submitted in their trip registration forms is true, correct and complete to the best of Participant's knowledge.

3. Nonprofit's Role in Connection with the Trip.

a. Nonprofit will plan and organize the logistics of the Trip so that Participant will have the opportunity to work on a Nonprofit project located in a project area in Eswatini. Nonprofit through its own staff or through independent contractors will arrange for the following for Participant: All flights to and from Participant's departure city (should they choose), ground transportation upon arrival in Africa, lodging, meals and supplies needed for service projects.

b. Should Participant choose not to book Participant's flights through Nonprofit, Participant will be responsible for all flight arrangements, as well as any additional travel, lodging or expenses incurred to connect with the remainder of the group.

c. Participant is solely responsible for his/her travel documents and visas, entry/exit taxes and further information on entry and exit requirements with respect to the Trip. Nonprofit bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any Participant, or for any delays, damages, and/or losses including missed portions of the Trip related to improper documentation or government decisions about entry. Without limiting the generality of the foregoing, it is Participant's responsibility to obtain his/her own visa and to ensure that he/she holds a valid passport for the Trip. Nonprofit does not guarantee that Participant will receive a visa from the destination country. Visas may be denied for a variety of reasons beyond the control of Nonprofit. Participant's passport must have at least four (4) blank pages and be valid for a period of six (6) months from the departure date of return of the Trip.

4. Participant's Role in Connection with the Trip.

a. Participant, on a strictly voluntary basis, will participate in various activities of the project phase of the Trip, which activities may, but are not required, to include church feeding programs, local homestead visit, service on Project Canaan, cultural activities, and meals/lodging at Nkonyeni Lodge and Golf Estate.

b. Participant has read and agrees to comply with the rules and expectations provided in Exhibit B. Participant understands that failure to comply with the rules and expectations set forth in Exhibit B could result in certain consequences that Nonprofit shall deem appropriate and necessary for

the safety and enjoyment of all participants and community residents, including but not limited to early termination of the Trip. **Participant will be solely responsible for all and any additional expenses that arise from such consequences.**

- c. Participant understands and agrees with the following:
- i. the plans and/or itinerary of the Trip are subject to change from the original plans and/or itinerary at any time before or during the Trip;
 - ii. Participant is participating on this Trip as a volunteer to another foreign country to work alongside community residents of a remote area of the country listed above to address issue(s) identified as a priority by the community.
 - iii. the community members are not working for or under Nonprofit and Nonprofit and Participant are voluntarily working with the community members of the project area. As a result, Participant understands that the needs and desires of the community can change at any time during the Trip without the input of Nonprofit.
 - iv. Nonprofit and Participant must respect the needs and wishes of the community during the duration of the Trip; and
 - v. Participant will not provide health care services or attempt to assist local health workers in providing health care services unless otherwise directed/requested by Nonprofit before travel and in writing.

5. Additional Unforeseen Expenses. Participant acknowledges and agrees that Participant is responsible for any unforeseen expenses incurred on the Trip, including but not limited to, delays or changes in travel caused by events or changes in circumstances. Participant acknowledges that Participant has willingly and voluntarily paid money to Nonprofit in exchange for the ability to participate in this Trip despite the risks, known (e.g., see above) and unknown, and with the expectation that Nonprofit uses this money for various purposes and expenses, including but not limited to, buying airline tickets, paying for in-country transportation, paying for hotel and lodging fees, paying for food and dining services, paying for administrative, logistical and/or operational fees of Nonprofit and/or its partner organizations, buying any material needed for the initiatives, funding any present and/or future Nonprofit initiatives, and for any other reasons deemed appropriate by Nonprofit. Participant agrees that Nonprofit may use any surplus money from the Trip for any reason deemed appropriate by Nonprofit. Participant agrees that the Participant's payment is non-refundable once the Trip has started. Participant acknowledges and agrees that Participant is responsible for any additional expenses that arise out of Participant violating the rules and expectations set forth in Exhibit B.

6. Standard of Conduct. Participant understands that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, and social behavior. Participant recognizes that behavior that violates those laws or standards could harm Nonprofit's relations with those countries and the communities and institutions therein, as well as Participant's own health and safety. Participant has read and understands the Conduct Guidelines and Visitation Rules information provided in Exhibit C attached hereto. Participant understands that Nonprofit will conduct a thorough orientation upon arrival in Eswatini regarding culturally specific

expectations. In addition to the Eswatini Conduct Guidelines and Visitation Rules set forth on Exhibit C, team leaders will also provide specific directives to guide Participants. Nonprofit is not responsible for providing any assistance to Participant in connection with any legal problems that Participant encounters whatsoever, including any issues with any foreign nationals or government of the destination country or any country to or through which Participant travels. Participant agrees that Participant will be respectful, accommodating, and open-minded and abide by the highest ethical, moral, and professional standards to the best of Participant's abilities. Participant hereby releases, covenants not to sue, and forever discharges the Released Parties (as defined below) from any claim whatsoever arising out of or relating to any legal and/or financial responsibility that may arise from any unlawful activity and/or consequences of any unlawful activity that Participant may engage in during the Trip.

7. Health and Safety.

(a) Participant warrants and represents that Participant is physically and mentally fit enough to participate in the Trip and that Participant does not suffer any disabilities, physical limitations, or physical, emotional or psychological conditions that have not been previously disclosed in trip registration forms to Nonprofit. Participant agrees not to participate in any activities with which Participant is uncomfortable or feels Participant cannot participate due to health or other limitations. Participant will take responsibility for obtaining any special vaccinations or preventative medications currently recommended or required by Participant's physician, the United States State Department, the United States Department of Health, the Centers for Disease Control and Prevention, and Eswatini for the Trip. While on the Trip, Participant will take only those medicines or drugs that Participant is medically permitted to take to maintain Participant's good health and which have been lawfully prescribed to Participant, if a prescription is required for use of such medicines or drugs. Participant understands that Nonprofit is not obligated to attend to any of Participant's medical or medication needs, and Participant assumes all risk and responsibility thereof. If Participant is unable to make medical decisions, a Nonprofit representative may have to make those decisions on Participant's behalf. If Participant requires medical treatment, Nonprofit is not responsible for the cost or quality of such treatment or care. Nonprofit may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding Participant's health and safety. Participant hereby authorizes Nonprofit: (a) to render first aid to Participant; (b) to act on Participant's behalf in securing all appropriate medical treatments and medicines for Participant; and (c) to act on Participant's behalf in accepting financial responsibility (which shall be borne solely by Participant) for all treatments and medicines secured for Participant and/or Participant's children. Nothing in the preceding sentences implies that Nonprofit will act on Participant's behalf. Participant understands and agrees that any expense will be Participant's responsibility. Participant hereby releases, covenants not to sue and forever discharges Nonprofit from any claim whatsoever arising out of or relating to any first aid, medical treatment or medical service rendered in connection with the Participant's participation in the Trip.

(b) Participant understands that the United States State Department, the Centers for Disease Control and Prevention and other organizations may provide additional information about the risks involved in the Trip and that it is Participant's responsibility to obtain and review any reasonably available information before the Trip commences.

(c) Nonprofit may notify the person or persons that Participant has listed as an emergency contact in the event that Participant becomes seriously ill or is involved in an emergency situation during the Trip.

(d) Participant has read and agrees to comply with the Health and Safety Precautions Overview attached as Exhibit D.

9. Insurance. Nonprofit does not assume any responsibility for or obligation to provide or maintain liability, health, medical or disability insurance coverage for Participant for injury, illness, death, disability or property damage suffered by Participant or third parties. As a volunteer and not an employee, Participant is not entitled to any workers' compensation benefits from Nonprofit. Participant has reviewed Participant's medical insurance and acknowledges that it provides sufficient medical coverage for Participant on the Trip and that it is Participant's obligation to determine whether additional insurance is needed and to obtain any such additional insurance. While Nonprofit does not require Participant to purchase travel insurance, Nonprofit strongly encourages Participant to consider purchasing such insurance.

10. Assumption of Risks Associated with the Trip.

(a) Participant understands that participation in the Trip may involve air travel to and from a foreign country; consuming food in a foreign country; living in accommodations provided in a foreign country; local travel in vehicles such as a tour bus, private shuttles, or vehicles; volunteering for a nonprofit organization; basic construction activities; basic medical activities; physical labor outdoors; exposure to heat, humidity, dust and other hostile environmental conditions; exposure to insects, domesticated animals and wild animals; dehydration; the potential for political or civil disturbance or other criminal acts; different standards of hygiene; different standards of design, safety and maintenance of buildings, public places, landscapes and conveyances; local medical and weather conditions; pandemic, epidemic or health risk; communicable or contagious diseases transmissible by humans, animals or the environment; and emergency evacuation; and that such activities involve serious risks, including but not limited to the following: physical injury, mental or psychological injury, physical or mental illness, permanent disability, paralysis, disease, death, theft, loss or damage of personal property, airplane crashes and other air incidents, vehicle crashes, breakdowns and other ground travel incidents, acts of violence, civil disturbances, war, storms, forces of nature, domestic animal and wild animal attack, insects, diseases carried by insects, impure water, diseases caught by drinking impure water, impure food and diseases caught by eating impure food, exposure to HIV/AIDS, tuberculosis, malaria, typhoid, cholera, yellow fever, respiratory tract infections, sexually transmitted diseases, conjunctivitis, worms, and other communicable or contagious diseases; unsanitary living and working conditions; non-existent or inadequate medical treatment; and other unforeseeable risks. Participant understands that accidents or illnesses can occur in places without access to medical facilities, transportation and/or means of rapid evacuation and/or assistance. Participant acknowledges that Participant understands the nature of this service Trip and these risks and nonetheless has voluntarily chosen and agreed to participate in the Trip solely at Participant's own risk. Participant expressly and voluntarily assumes all risk of injury, illness, death and property damage or loss that may result from participation on the Trip.

(b) Participant acknowledges that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), and any other communicable or infectious disease, exists in any public place where people are present. "Communicable disease" means any disease or illness caused by microorganisms such as bacterial, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another.

“Infections disease” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the CDC, older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. Participant acknowledges that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that Participant will expose others that he/she later encounters, even if Participant is not experiencing or displaying any symptoms of illness. By participating in the Trip, the Participant agrees to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of myself or others, and including, without limitation all risks based on the sole, joint, active or passive negligence of any of the Released Parties, named below. Participant acknowledges that his/her visit and participation with respect to the Trip are entirely voluntary.

(c) Participant has read the above information as well as the pertinent “Country Specific Information”, “Travel Warnings”, “Travel Alerts” and “Background Note” pages on the United States Department of States website pertaining to Eswatini.

11. Waiver; Release. To the maximum extent permitted by law, Participant, on his/her own behalf and on behalf of his/her heirs, executors, personal representatives, administrators and assigns, agrees to forever waive, covenant not to sue, release and discharge Nonprofit and its directors, trustees, officers, staff, members, employees, agents, advisors, volunteers, interns and representative (in their official and individual capacities) (the “Released Parties”) from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, arising out of or relating to Participant's participation in the Trip. Participant understands and acknowledges that this Release discharges the Released Parties from any liability or claim that the Participant may have against the Released Parties with respect to any bodily injury, personal injury, illness, death or property damage that may arise out of, occur during or result in any manner from Participant's participation in the Trip, including but not limited to any such liability, claims or demands arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during the Trip, regardless of whether caused in whole or in part by an act or omission of a Released Party. Participant also understands that Nonprofit does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to liability insurance coverage for injury, illness, death, disability, or property damage suffered by Participant or by third parties.

12. Indemnification Agreement. To the maximum extent permitted by law, Participant assumes all responsibility for and shall defend, indemnify and hold harmless the Released Parties from and against any and all claims, demands, causes of action, loss, damage or expense, including attorneys’ fees arising out of or result from or in any way connected with Participant’s participation in the Trip and caused in whole or in part by (a) Participant’s breach of any of the terms, conditions, warranties or representations of this Agreement or (b) Participant’s acts or omissions.

13. Photographic Release. Participant hereby grants and conveys unto Nonprofit all right, title and interest in any and all photographic images and video or audio recordings made by or for Nonprofit during the Trip, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Participant acknowledges that this will allow Nonprofit, without limitation, to use photos, videos, quotes, and Trip evaluation comments in publications, web

pages, brochures, annual reviews, press releases, and other forms of media in order to promote Nonprofit.

14. Age. Participant hereby certifies that as of the date of signing this Agreement, Participant is 18 years of age or older. If Participant is under 18 years of age, this Agreement must be signed by a Parent or Legal Guardian (“Guardian”). The signature of an individual in the Parent/Guardian signature block below certifies that he or she is the Parent or Guardian of Participant with full legal authority to bind Participant and the Parent or Guardian to the terms of this Agreement.

IMPORTANT. PLEASE NOTE: South African law regards any person younger than 18 years as a “child.” When traveling to Eswatini and through South Africa with a child, the child must travel with a Guardian. The Guardian must have the appropriate documents to evidence guardianship. Please see attached Exhibit E detailing requirement regarding the appropriate rules and travel documents, including a form affidavit, that will be required for children who are entering or departing South Africa.

15. Cumulative Rights. The warranties, assurances, covenants and remedies provided to Nonprofit in this Agreement are not the exclusive rights and remedies of Nonprofit, but are in addition to any other rights and remedies available to Nonprofit, which may be exercised singularly or concurrently.

16. Assignment. Performance of this Agreement by Participant is personal, and Participant may not assign the Agreement without the prior written consent of Nonprofit.

17. Governing Law. This Agreement shall be construed and governed under the laws of the State of Georgia without giving effect to its conflict of laws provisions. The exclusive jurisdiction and venue for litigation arising out of this Agreement or Participant’s participation in the Trip shall be the state or federal courts with jurisdiction over Fulton County, Georgia.

18. Miscellaneous. This Agreement is binding on and inures to the benefit of Nonprofit and Participant and their respective heirs, administrators, representatives, successors and assigns. The entire agreement between the Parties with respect to the subject matter hereof is incorporated in this Agreement and it supersedes all prior discussions, negotiations, and agreements between the Parties relating to the subject matter hereof. This Agreement can be modified only by a written amendment duly signed by the Parties. Any waiver of a right or remedy by a Party or of a breach of this Agreement must be in writing, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by a Party shall not impair any right, power or remedy that either Party may have with respect to a future breach or default. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

PARTICIPANT HEREBY CERTIFIES THAT PARTICIPANT HAS FULL KNOWLEDGE OF THE NATURE AND EXTENT OF THE RISKS INHERENT IN PARTICIPATION IN THE TRIP AND THAT PARTICIPANT IS VOLUNTARILY ASSUMING ALL OF RISKS, WHETHER KNOWN OR UNKNOWN. PARTICIPANT AGREES THAT PARTICIPANT

WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSS, DAMAGE, INJURY, ILLNESS OR DEATH THAT PARTICIPANT SUSTAINS OR CAUSES, WHETHER IN WHOLE OR IN PART WHILE PARTICIPATING IN THE TRIP AND THAT PARTICIPANT IS RELIEVING NONPROFIT OF ANY AND ALL LIABILITY FOR SUCH LOSS, DAMAGE, INJURY, ILLNESS OR DEATH.

PARTICIPANT HEREBY CERTIFIES THAT PARTICIPANT IS LEGALLY COMPENTENT TO SIGN THIS AGREEMENT. PARTICIPANT'S SIGNATURE INDICATES THAT PARTICIPANT HAS READ AND UNDERSTOOD THIS AGREEMENT AND ALL OF ITS TERMS AND CONDITIONS. PARTICIPANT IS SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND INTENDING TO BE LEGALLY BOUND. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN STATEMENT, HAVE BEEN MADE TO PARTICIPANT.

Signature page follows.

IN WITNESS WHEREOF, the Parties have signed and delivered this Agreement to be effective as of the day and year first written above.

Heart For Africa, Inc.

Participant

Signature

Date

Signature

Date

Printed Name

Printed Name

Title:

If Participant is under 18 years of age, the Agreement must be signed by a Parent or Legal Guardian:

Parent/Guardian _____

Printed Name _____

Address _____

City/State/Zip _____

Phone: (h) _____ (w) _____

Exhibit A

Trip Details

This Exhibit A to Participant Agreement sets forth certain details regarding the Trip that Participant will participate in with Nonprofit.

Name of Participant: _____

Address of Participant: _____

Country of Destination: Eswatini, Africa

Dates of Trip: From: _____ To: _____

Acknowledgement of Receipt of Documents by Participant:

_____ [signature]

Exhibit B

Rules and Expectations

This Exhibit B to Participant Agreement sets forth the rules and expectations Nonprofit has for Participant before and during the Trip.

- Read all the documents prepared by Nonprofit. Be alert and vigilant at all times during your travels.
- Masks must be worn at all times in public (which includes while on Project Canaan). The mask mandate is waived after 5 (five) days ONLY for vaccinated individuals (and only while at the children's campus on Project Canaan).
- Please be respectful of the way you interact with the villagers in Eswatini: they opened the doors of their homes to us, and we should be thankful for the opportunity to work with them.
- Be respectful of the volunteer lodging and other facilities in Eswatini. Do not vandalize or break any of the possessions that you are using during your time in Eswatini. You will be responsible for any damage that may occur due to improper use or handling.
- Stay open-minded and flexible: we may change the course of activities we have planned while in Eswatini, based on needs and timeframes. We'll do the very best we can to make sure that everyone gets to work on projects which will be helpful to both your and Nonprofit's future goals. Remember we are outsiders---we cannot come in with the mentality that we know their challenges and how to solve them. Only the local residents and volunteers truly know their challenges and how they should be managed—we are there to work *with* them to address their priorities, which can and often do change.
- Be courteous and respectful when speaking with host leaders and trip leaders. They are putting in tremendous effort to work with you in creating a life-long memory of experiences while in Eswatini.
- At times the trip will undoubtedly be stressful for everyone, as there is so much to do within an abbreviated amount of time. But always be respectful of the decisions made by the Trip Leader- he/she has the most stress out of anyone even if he/she does not show it. If you have any concerns, pull him/her aside, and state your cause politely.
- You must not promise any sort of help. Be aware that due to language barriers, there are many miscommunications. Regardless of intentions, do not promise the local residents any sort of assistance or support, including that you will be back to visit on another trip. It does not matter how clear you think you are being; your words will be taken literally which can lead to unmet expectations.
- DO NOT engage in any dangerous or high-risk activities while in country (i.e. thrill-seeking horseplay, driving of project vehicles, etc.). If you are injured, remember that you are in a developing nation, whose infrastructure is not nearly as efficient and robust as the US, and may not be capable of rendering the requisite aid for major injuries. If you are in doubt of whether an activity is unnecessarily risk, consult with the Trip Leader first.
- Be mindful of cultural differences. Women are expected to dress modestly—their definition of modesty. Please avoid wearing tank-tops, shorts or anything else that you think may be perceived by local residents as revealing or disrespectful. While on Project Canaan and our lodging at Nkonyeni, women may wear jeans or capri length pants. Leggings or very form fitting clothing are not appropriate. Skirts or wraps that are below the knee are required for community and church visits. Undergarments should not be exposed. Men should wear jeans, t-shirts, polo or button-down shirts. Young men may wear shorts on Project Canaan or at Nkonyeni but must wear pants for community and church visits.

- Always ask permission before you take someone's picture. Many of the residents will say yes but some will say no. Please respect their decision.
- We recommend that you not touch any pets, dogs, cats, birds, horses, donkeys, mules, pigs, roosters, etc. specifically when outside of Project Canaan and Nkonyeni. Most are not vaccinated for rabies so actively avoid these animals. Also be aware that animals may not be treated as humanely as they are in the US so please refrain from making any comments to the local residents about how they treat their pets.
- You must not work alone in the location of the project without other volunteers or staff members of Nonprofit present at any time during the Trip. You must not wander off alone with any local resident while visiting a homestead or church with your team. You will be expected to remain with your designated teams at all times when off property.
- You must not participate in any activities that you do not feel comfortable with. Inform the trip leader immediately if you do not feel comfortable.
- It is not recommended that you share your personal contact information with local hosts including members of partner organizations (transportation, lodging, etc.). You may not ask for personal contact information with local residents and our local hosts. This is for your own safety. Due to differences in security, communication technology and privacy policies, information-sharing in other countries may leave participants vulnerable to identify theft and other forms of privacy infringement. Personal information provided to Nonprofit will not be shared with third parties. However, Nonprofit will not be held responsible for misuse of information shared with local hosts of other contacts abroad.
- You must not give individual gifts to local families, workers or others that you meet while traveling in the host country. The needs in our project areas are great and we are working carefully to meet these needs, but individual gift-giving often causes destructive conflicts, creates dangerous expectations and hinders long-term goals of empowerment and sustainability. BE SAFE BUT HAVE FUN!!!! Remember the things you will take back with you and cherish for years to come are the relationships you build from this trip and the interactions you have with the local residents.

Failure to comply with the above rules and expectations could result in consequences that Nonprofit shall deem appropriate and necessary for the safety and benefit of all Participants and community residents, including but not limited to early termination of the Trip.

Acknowledgement that Participant has read and understands the rules and expectations set forth by this Exhibit B:

Participant's Signature: _____

Exhibit C

Eswatini Conduct Guidelines and Visitation Rules

This Exhibit C to Participant Agreement sets forth the country-specific conduct standards with which Participant is expected to be familiar before the Trip.

As a Participant, you are representing Nonprofit. The local residents may not understand the concept of volunteers—they may think you are an employee of Nonprofit so your conduct will impact the work of our organization and our partner organizations. Be aware that you are subject to the laws and customs of the native country, to the policies and authority of Nonprofit, and laws of the United States Therefore, as a Participant you must adhere to the following in order to ensure your safety and the safety of our current and future Participants:

Swazi Culture

- ❖ Swazi's are very friendly and will be happy that you have come to visit. They are also very private. Please do not ask personal questions about family or home.
- ❖ Please use your right hand at all times, including your handshake and giving and receiving items from people.
- ❖ Don't wear sunglasses when speaking to people, let them see your eyes.
- ❖ No public display of affection between couples (even married couples).

Trip Guidelines

- ❖ Wear your nametag at all times. If you lose it, please see a staff member.
- ❖ Dress modestly. Long pants for men and a skirt or wrap for women when visiting the homestead or church. See Exhibit B - Rules and Expectations .
- ❖ No smoking on Project Canaan, the homestead or church (fire threat).
- ❖ Please do not give anything to any of our Project Canaan staff. We try to be fair and distribute gifts equally in an attempt to avoid causing conflict between people or departments.
- ❖ PLEASE only give out items that have been pre-arranged with Nonprofit to a church or homestead.
- ❖ DO NOT ever give out MONEY to ANYONE (pastor, driver, favorite person, etc.). We are trying to break the cycle of poverty through handouts as this fosters begging and entitlement.

Safety

- ❖ Your bag can go with you each day and stay in the Van/Quantum. The van will either be locked or the driver will stay with the van.
- ❖ Keep your belongings (camera, backpack, clothing, etc.) with you while out in the community or leave it in the locked vehicle.
- ❖ Do not take passports or valuables out to the homestead or church.
- ❖ Laptops, cameras, etc., should be locked up or hidden safely in room.

Be sure to check for ticks at the end of the day (due to rural locations).

Visiting the children at Project Canaan

By signing below, Participant acknowledges that he/she understands that Project Canaan is the principal residence and home for the Children and many of the staff, and that Participant agrees to respect the same and treat it as such. Time with the Children who reside at Project Canaan must be scheduled in advance. Participant will not enter the Children's campus located at Project Canaan at any time while unaccompanied. This is necessary in order to maintain and protect the safety and privacy of the Children.

General Guidelines:

- You are welcome to take pictures of our children, but NO photos of naked babies are allowed please.
- We appreciate the generous hearts of our volunteers, however, **all** gifts or donations for babies or staff should be cleared through a Senior Supervisor prior to distribution.
- We would prefer that people DO NOT enter or volunteer at Kuthula Place where the small babies live.

El Roi Baby Home Guidelines:

- Volunteer hours are 11:00AM to 3:00PM
- Our babies are often afraid of strangers so we ask that no more than 2-3 volunteers are there at a time. Please sit and let the babies come to you when they are ready.
- Volunteers must be 13 years and older and, if younger than age 16, a parent must accompany them at all times.
- You must be 16 years or older to pick up a baby.
- Please remove your shoes before entering the baby house.
- Wash hands and sanitize each time entering the home and frequently during the day.
- Bathing and changing diapers is ONLY to be done by staff, and this policy is strictly adhered to for legal purposes.
- If you have recently been ill, please do not come to the Baby Home until you are well.
- The small pharmacy pantry is off limits to visitors, as are the bedrooms in the caregiver hallway.

Labakhetsiwe Toddler Home Guidelines

- Volunteer hours are 10:00 AM to 12 noon and 3:30 PM to 5:00 PM
- The toddlers love to catch or kick balls and play or be pulled in wagons by visitors.
- They can be shy of visitors, so please let them come to you when they are ready. Then be ready to play.
- Please do not show any favoritism to any child. Watch for children who are playing alone or look like they might need extra attention and join them.

Emseni Home Guidelines

- Volunteer hours: 9:00 AM to 12:00 noon and 3:00 PM – 5:00 PM
- Please do not pick the children up. You are welcome to sit on the picnic table benches, stairs, chairs or play with the children.
- Please do not show any favoritism to any child. Watch for children who are playing alone or look like they might need extra attention and join them.
- If a child needs to use the toilet please direct them to a staff member immediately. Please do not take a child inside an Emseni building or toilet.
- Please do not allow our children to touch your phone/camera/glasses/water bottles/back packs etc. We are teaching them to be considerate and respectful of others.
- Please enjoy your time with our children playing games, talking, and joining their activities rather than showing photos or other content on your phone. This helps us with phone safety for our staff and future visitors.
- Please respect cultural differences. Our ways may be different from your ways.
- If you feel the need to make a suggestion, please share with the Nonprofit Executive leadership and not with the staff.

Acknowledgement that Participant has read and understands the conduct guidelines set forth by this
Exhibit C: _____[signature]

Exhibit D

Health and Safety Precautions Overview

Nonprofit takes your safety and the safety of the entire group very seriously. We want our Participants to be well-informed of health and safety guidelines prior to the commencement of any program so please read this packet carefully and in its entirety. Participants must be aware of health issues, cultural differences and possible safety issues that can occur in the host country. This knowledge will help minimize preventable issues and also provide insight in how to address these issues if they do occur.

All Participants must be aware and understand that any travel especially international travel have inherent and unpreventable risks. Despite our attempts to prevent any issues from arising, Nonprofit cannot be held responsible for forces of nature, war, public transportation, level of medical service, available of medical treatment and medical personnel, political stability, and any other issues beyond the control of Nonprofit.

As a Participant, it is your responsibility to thoroughly prepare for your experience abroad. You should read all the materials, including e-mails and documents that Nonprofit provides you. Please provide your undivided attention and take notes when necessary during meetings and conference calls. If you or a parent have any questions or are unclear about anything, please contact a member of the Nonprofit team or the leader in order to address any concerns.

Please note that the document contains certain information that may be purposefully repeated throughout this Agreement in order to stress the importance of that information. Certain items may seem obvious and may seem that we are being patronizing or paternalistic, but we want to ensure that Nonprofit, as an organization, does everything it can to make sure you are fully informed about possible issues as a preventive measure.

I. HEALTH AND ILLNESS

Participants should always consult with a licensed physician before travelling in order to get approval for international travel and work and to receive vaccinations and medications recommended by your family physician and/or a public health office (Ex: www.cdc.gov). Participants should also be aware that environmental conditions may provide certain challenges to some.

A. Food and Water Intake

Many illnesses abroad come from the shock of new foods and poor food preparation.

Please note the following general guidelines for food and water:

- Filtered water is available on Project Canaan and Nkonyeni, where Participant will stay for the duration of their trip. Water bottles will be available at all times and distributed daily. Breakfast and dinner will be served in the dining area and lunch packs will be distributed daily to eat while serving.

- Bottled water is also available.
- Please use a refillable water bottle to prevent waste

B. COVID-19

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID19 is an extremely contagious disease that can lead to severe illness and death. According to the WHO senior citizens and guests with underlying medical conditions are especially vulnerable. We ask that you please take personal responsibility for your wellbeing. This begins with packing any personal protective equipment and sanitizers you require. Please adopt physical distancing and hygiene practices throughout your Trip and pre-Trip travel arrangements and follow all health instructions whether physical signage, or requests from our staff, once you are on the Trip. In order to participate in the Trip, the Participant voluntarily assume all risks related to exposure to COVID19.

II. PHYSICAL SAFETY

Theft and robbery

Petty crime is rare at our project sites. That said, the populations we work with are far less materially advantaged than most international volunteers and therefore there is a risk, especially when travelling outside of our project areas, for theft of valuables. It is vital that volunteers do not bring any irreplaceable items abroad (such as high-cost jewelry). We also encourage volunteers to be as inconspicuous as possible and always keep a vigilant eye of your possessions at all times. Keep your passport, wallet, camera, iPod/iPad, laptops, etc. out of the public eye. Only present those items when absolutely necessary. Do not keep all of your money in your wallet or purse; rather distribute the funds in various places throughout your luggage and person. Only bring as much cash as you will need for the day. While the hotels we stay in and our lodging in country are relatively safe and reputable, there is no reason to leave your valuables out and visible to wary eyes. It is important to minimize risk and temptation by keeping your cash and other valuables safely guarded in your bag, even while you are out of the room. Certain tourist areas in country are known for pick-pocketing so when walking around be aware of your surroundings and items. If someone bumps into you immediately yet discretely check to see if you have all your items but do not resist if you are being robbed. In certain areas they will purposefully put-up signs that say “Beware of Pick-pocketing” so that when tourists walk by and read the signs their first instinct is to check their pockets, which allows a highly trained pick-pocketer to see which pockets contain valuable items. Be aware that children can also be trained as pick-pocketers. We also ensure that volunteers do not travel alone, and we stay in small groups almost the entire time while in country. All travel at night should be avoided and is never built into your schedule.

Monitoring and Emergencies

In the event of a political, social, or natural emergency, Nonprofit will be in close contact with the on-site staff and program contact for the volunteer program. The on-site staff will in turn seek advice from the local authorities and the US Consulate or Embassy nearest to the program location.

All Participants Should:

1. Read and carefully consider all materials issued by the Nonprofit.

2. Make available to the Nonprofit accurate and complete physical and mental health information and any other personal data that are necessary in planning for a safe and healthy experience by completing our trip registration forms.
3. Assume responsibility for all the elements necessary for their personal preparation for the program and participate fully in orientations.
4. Obtain and maintain appropriate insurance coverage and abide by any conditions imposed by the carriers.
5. Inform parents/guardians/families, and any others who may need to know about their participation in the program, provide them with emergency contact information, and keep them informed on an ongoing basis.
6. Understand and comply with the terms of participation, codes of conduct, and emergency procedures of the program, and obey host-country laws.
7. Behave in a manner that is respectful of the rights and well-being of others and encourage others to behave in a similar manner.
8. Accept responsibility for your own decisions and actions.
9. Stay with the group at all times as is reasonable to the site. When at Nkonyeni, you are safe to walk to and from the dining area, but we do recommend that you walk with another person, especially after dark.
10. Avoid excessive alcohol or other substances that may impede judgment.
11. Leave jewelry, expensive items, and anything irreplaceable at home.
12. Follow directions of the volunteer leader and host.
13. Be aware of your surroundings.
14. Complete your application, especially the medical information.
15. Keep personal items safely stowed and packed when not on your person to prevent temptation.
16. Pack extra medications which you require in your carry-on bag.
17. When traveling, do not leave your bags or belongings unattended at any time.
18. Never keep all of your documents and money in one place or one suitcase.
19. If you find yourself in uncomfortable surroundings, try to act like you know what you are doing and where you are going.
20. Have sufficient funds or a credit card on hand to purchase emergency items such as an airline ticket.

21. Be alert to your surroundings and the people with whom you have contact. Be cautious when you meet new people, and do not give out your address or phone number. Report any unusual people or activities to on-site staff immediately.
22. Don't flash money or documents in public places. Keep small bills in your pocket and use them whenever possible to pay for things. Be discrete in displaying your passport.

Acknowledgement that Participant has read and understands the health and safety precautions set forth by this Exhibit D: _____

Exhibit E

Travel Documentation for Participants under the age of 18

South African law regards any person younger than 18 years as a “child”. When traveling to Eswatini and through South Africa with a child, the child must travel with a Guardian. The Guardian must have the appropriate documents to evidence guardianship. Both the minor child and their parent, guardian or temporary guardian (“Guardian”) must have an **affidavit** (sample attached to this Exhibit E) and the child’s **unabridged (original) birth certificate** or an official certified copy. A certified copy can be obtained through the vital records office in the state where the child was born (a photocopy of the current birth certificate is **not** acceptable).

The instructions provided by the U.S. Embassy and Consulates in South Africa below must be followed in order to board the international flight departing the United States.

Note: the following information is provided for informational purposes only and it is Participant’s responsibility to keep informed regarding his/her travel documents and visas, entry/exit taxes and further information on entry and exit requirements with respect to the Trip.

Please note: NEW SOUTH AFRICAN REGULATIONS REGARDING TRAVEL FOR MINORS EFFECTIVE SEPTEMBER 2014 (taken from The South African Immigration Act, 2010). Revised on June 01, 2015.

These rules apply to minor children who are entering or departing South Africa. The required documents described in this section must be retained at all times and in all circumstances throughout the tenure of the minor child’s stay in South Africa.

The South African regulations use the term “unabridged birth certificate.” The exact contents of an unabridged birth certificate vary among the different jurisdictions that issue birth certificates (countries, states, counties, cities, etc.), but the key distinction between an “abridged” and “unabridged” birth certificate is that an unabridged birth certificate identifies the parents of the child.

Please note the following requirements:

- **All documents must be original or copies certified as a true copy of the original by the appropriate authority or commissioner of oaths or the equivalent commissioning authority**
- **Where BOTH parents are traveling with a child, the parents must produce an unabridged birth certificate of the child reflecting the particulars of the parents of the child**
- **In the case of ONE parent traveling with a child, he or she must carry an unabridged birth certificate and:**

- (i) Consent in the form of an affidavit (issued no earlier than 3 months prior to travel dates) from the other parent registered as a parent on the birth certificate of the child authorizing him or her to enter into or depart from South Africa with the child he or she is traveling with.
 - (ii) Copies of the identity documents or passports of the parents or legal Guardian of the child;
 - (iii) A court order granting full parental responsibilities and rights or legal guardianship in respect of the child, if he or she is the parent or legal guardian of the child; or
 - (iv) Where applicable, a death certificate of the other parent registered as a parent of the child on the birth certificate.
- **Where a person is traveling with a child who is NOT his or her biological child, he or she must produce:**
 - (i) A copy of the unabridged birth certificate of the child;
 - (ii) An affidavit (issued no earlier than 3 months prior to travel dates) from the parents or legal Guardian of the child confirming that he or she has permission to travel with the child.
 - (iii) Copies of the identity documents or passports of the parents or legal Guardian of the child; and
 - (iv) The contact details of the parents or legal Guardian of the child, (Note: Where the parents of the child are both deceased, and the child is traveling with a relative or another person related to the child or the child's parents, the South African authorities have the discretion to approve such a person to enter or depart South Africa with the child.)
 - **An unaccompanied minor must produce:**
 - (i) Proof of consent from one or both his or her parents or legal Guardian, as the case may be, in the form of a letter or affidavit (issued no earlier than 3 months prior to travel dates) for the child to travel into or depart from South Africa. In the case where one parent provides proof of consent, that parent must also provide a copy of a court order issued to him or her in terms of which he or she has been granted full parental responsibilities and rights in respect of the child (see sample affidavit of consent);
 - (ii) A letter from the person which is to receive the child in South Africa, containing his or her residential address and contact details where the child will be residing;
 - (iii) A copy of the identity document or valid passport and visa or permanent residence permit of the person who is to receive the child in the South Africa; and
 - (iv) The contact details of the parents or legal Guardian of the child.

Affidavit of Consent for Children Travelling Abroad

To whom it may concern, I/We, am/are the parent(s), legal guardian (s) or other authorized person(s) or organization with custody rights, access rights or parental authority over the following child.

full name(s) of parent(s) / person(s) giving consent

street address, city

province, country

Child Information:

Full Name:

Date and place of birth:

Number and date of issue of passport (if available):

Issuing authority of passport (if available):

Birth certificate registration number:

Issuing authority of birth certificate:

This child has my / our consent to travel alone ☐

or

This child has my / our consent to travel with

Accompanying Person:

Full Name:

Relationship to child:

Number and date of issue of passport:

Issuing authority of passport:

Contact Information during trip:

Destination(s):

Travel dates:

Name of person with whom child will be staying/hotel accommodation (street address(es), city (cities) with:

This affidavit must be signed before an official who has the authority to administer an oath or a solemn declaration.

Signature (s) of person(s) giving consent

_____(signature) Name:

_____(signature) Name:

Date:

Subscribed and sworn before me

this _____ day of _____, 20_____

At _____(Signature)

Name of Official _____

Title: _____

Please print, fill out and make copies of the affidavit referenced above. The Guardian must carry the original documents, the minor child must carry a copy, and the Guardian should keep a copy as well. If a minor child will be a Participant, please send an email to trips@heartforafrica.org to notify Nonprofit exactly who will be acting as Guardian for a minor child.