

Legal Terms and Conditions Acceptance

Release, Waiver of Liability, and Indemnity Agreement

By clicking the tick box beside “I have read and agreed to SODEIT legal terms and conditions,” or “submit” thereby agreeing to them in the online application, I am accepting to the terms and conditions outlined in this agreement.

Participants with Social Development International (“SODEIT”) are required to carefully read this Release, Waiver of Liability, and Indemnity Agreement (the “Release”). The Release is executed on the date of completed application, by the applicant in favour of Social Development International, its directors, staff, independent contractors, managers, agents, host families, partner language schools, and partner host organizations.

The participant hereby freely, voluntarily and without duress executes this Release under the terms below:

COMPREHENSION OF PROGRAM:

The participant desires that the participant works as a volunteer or intern for a project and or a partner organization of SODEIT and/or attend language lessons and/or conduct research and/or Tour and/or Camp. The participant will engage in activities related to being a volunteer, intern, student and/or researcher. The participant understands the activities to be undertaken as a part of his or her placement with SODEIT.

PROGRAM FEES:

Payment of the registration deposit confirms a participant’s place in a program. It is not refundable under any circumstances, and is considered a forgone cost should a participant cancel his or her program. The amount of the deposit is deducted from the total program fee.

The balance of the program fee is due at least six weeks prior to program start date. If a participant registers for a program less than eight weeks prior to the anticipated start date, payment of the full program fee is due immediately. Failure to make this payment can result in loss of placement. If placement is not lost, a late participation fee of 50US\$ will be added to program fees which are not paid at least eight weeks prior to the program start date.

SODEIT reserves the right to change program fees at any time. All revisions will be made on the SODEIT website, and seven days advance notice will be given prior to any changes being made. Revisions are not applicable to participants who register before the revisions are made.

REFUNDS:

Program fees are refundable up to eight weeks prior to program start date. All refunds will be made less the registration deposit, less a 30 US\$ processing fee, and less the costs incurred in processing the refund, such as bank charges, fees and international money transfer fees. If a participant makes changes to his or her potential start date, the date for refund purposes will be the earliest date indicated by the participant.

Fifty percent of program fees are refundable up to four weeks prior to program start date. All refunds will be made less fifty percent of the program fee, less the registration deposit, less a 30 US\$ SODEIT processing fee, and less the costs incurred in processing the refund, such as bank and transfer fees. If a participant makes changes to his or her potential start date, the date for refund purposes will be the earliest date indicated by the participant.

Requests for program fee refunds must be mailed to SODEIT. A hard copy, with a signature of the participant, must be received by SODEIT at least eight or four weeks prior to the program start date. Emails and phone calls are unacceptable. Once the request for refund is received by SODEIT, the participant will be notified immediately by email. If an email is not received, the participant should assume that SODEIT has not received the request for refund. Refunds will be administered within fourteen days of their receipt by SODEIT office in Cameroon.

CHANGES IN DATE, DURATION, OR PROGRAM:

Once registered, participants are able to make one change to their program at no additional cost. The participant will be charged an administration fee of 50US\$ for each subsequent change they make.

RELEASE AND WAIVER:

Participant and Participant's heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release, waive, discharge and covenant not to sue or commence action against SODEIT and its successors and assigns from or for all liability and does hereby waive against SODEIT all resources, proceedings, claims, and causes of action of any kind or nature whatsoever, in respect of any personal injury, illness, death, property damage or loss from which Participant may suffer from, or arising out of, or connected with Participant's participation in the Activities, whether caused by SODEIT or otherwise.

INDEMNITY:

Participant and Participant's heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby acknowledge and agree to indemnify and save and hold harmless SODEIT from any loss, liability, damage, expenses, costs, claims, or proceedings that may occur due to the Participant's participation in the Activities, whether caused by SODEIT or otherwise. Participant hereby assumes full responsibility for and risk of personal injury, illness, death, property damage or loss due to the negligence of SODEIT or otherwise, arising out of or connected to Participant's participation in the Activities.

ASSUMPTION OF RISK:

The Participant understands that the Activities include work that may be hazardous to the Participant. The Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases SODEIT from all liability for personal injury, illness, death or property damage or loss resulting from the Activities.

SODEIT reserves the right to limit or prohibit participation or the Participation in any activities of SODEIT if SODEIT determines that such participation will not be in the best interests of either her or the Participant. The Participant understands that he/she will be responsible for the payment of any expenses incurred as a result of application of this section.

INSURANCE:

The Participant understands that SODEIT does not carry or maintain health, medical, or disability insurance coverage for the Participant. The Participant is solely responsible for evaluating and determining the type of any insurance coverage they need or desire for their planned travel period. All participants must have valid, comprehensive health and travel insurance during the time of their program covering risks associated with 'Force Majeure' event. Details of insurance must be supplied to SODEIT prior to commencement of any program. SODEIT reserves the right to refuse entry to programs if insurance details are not supplied or sufficient.

TRAVEL & DOCUMENTS:

The participant is solely responsible for arranging and paying for their own travel, specifically including all airfares or other transport costs to and from the host country, any local transport costs, and midday meal. It is the responsibility of the participant to carry all necessary documents when travelling abroad. While SODEIT may advise the participant on required travel documentation, SODEIT is not responsible for any supporting documents necessary for the participant's travel needs or other purposes.

All participants must possess a valid passport for their SODEIT placement. Participants are responsible for any costs associated with visas, airport taxes, obtaining the proper travel documents for their trip, and changes to flight itineraries.

MEDICAL TREATMENT:

Participant and Participant's heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release, waive, and forever discharge SODEIT from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Participants Activities with SODEIT. Participant acknowledges and accepts that such medical services as may be available may be performed by volunteers or outside agency that SODEIT has no control or responsibility for the quality of medical attention that may be provided.

PERSONAL RISKS:

The participant acknowledges and accepts the responsibilities and risks associated with their agreement to travel to, temporarily live in, and volunteer, intern, learn a language or research in a developing country. Such travel and participation can be often hazardous and involves a certain degree of risk, inherently dangerous activities, and personal perils to the participant, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by the participant. Therefore SODEIT, including any and all of its directors, staff, independent contractors, managers, agents, host families, partner language schools, and partner host organizations are not liable, to the maximum extent of the law, for any loss or harm the participant or associates may suffer, including but not limited to loss caused directly or indirectly by:

- Personal injury;
- Emotional injury;
- Death;
- Illness or disease;
- Damage to or loss of property/Money laundry;
- Crime & corruption;
- Hostage situations;
- Terrorism.

BEHAVIOURAL EXPECTATIONS:

The participant assumes certain obligations to SODEIT, its partner organizations, and host families. If it is determined that a participant fails to meet the behavioural expectations set out in this contract, that participant will be required to leave the program. Participants required to leave under these circumstances will not receive a refund. In addition to other program responsibilities, as a program participants are responsible for:

- Being in sufficient good health to undertake the program.
- Acting in an appropriate and respectful manner towards the local people, fellow travellers, program participants, and staff in accordance with the customs, laws, regulations, and ordinances of the country of placement.
- Communicating effectively your interests, skills, limitations, and needs to home community members and program staff members.
- Abide by the rules put in place by SODEIT' partner organizations and host families in regards to alcohol consumption. Drug use (unless prescribed by a doctor) is strictly prohibited and will result in instant dismissal from the program without refund.

SODEIT -PRIVACY OF INFORMATION STATEMENT:

SODEIT does not sell, trade, rent, or in any way distribute Participant's personal information. We use your information to provide services and to keep you periodically informed of our activities including our programs and activities. If you do not want us to contact you, please notify us by email, by telephone, or by mail, with your full name and address. We will remove

your name from our confidential list within 30 days of receipt. Otherwise, by completing this Release, you are consenting to the use of your personal information for the above-noted purposes. SODEIT reserves the right to use feedback and images provided by participants for web materials such as testimonials

PHOTOGRAPHIC RELEASE:

Participant does hereby grant and convey unto SODEIT all right, title, and interest of any and all photographic images and video or audio recordings made by SODEIT during the Participant's Activities with SODEIT, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

OTHER:

Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of Cameroon. The Participant agrees that if any portion of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue in full legal force and effect. Participant also acknowledges that no oral representations, statements, or inducements apart from this Release, Waiver of Liability, and Indemnity Agreement have been made.

- SODEIT provides a service connecting volunteers to partner organizations. Participants agree that SODEIT is not liable for any actions or omissions of any partner organization.
- To the full extent permissible at law, all representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or custom of the trade or otherwise, including, but not limited to, implied warranties and guarantees, are excluded.
- Notwithstanding anything else contained in any agreement, the liability of SODEIT to the volunteer shall not in aggregate exceed the amount of the registration deposit paid by the volunteer.
- This website is presented solely for the purpose of promoting SODEIT services and those of SODEIT' partner organizations. This site is controlled and operated by SODEIT from its office in Canada. SODEIT makes no representation that materials in the site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible to the extent local law is applicable.
- SODEIT does not warrant or make any representations regarding the correctness, accuracy, reliability, or otherwise of the materials in this site or the result of their use.

FORCE MAJEURE:

SODEIT has no liability for any lack of performance, unavailability or failure of the services or its website, or for any failure of SODEIT to comply with these terms and conditions, where the same arises from any cause reasonably beyond the control of SODEIT.

GOVERNING LAW:

These terms are governed by the laws of Cameroon.

PARTICIPANT STATEMENT OF UNDERSTANDING:

I understand that my participation on a SODEIT program is entirely at my own risk and that although I go under the auspices of SODEIT, this waiver relieves the organisation of all responsibilities and liabilities.

I have read and understood the terms and conditions as outlined in this Waiver and Release. I will adhere to them for the duration of my program. I understand that SODEIT reserves the right to my dismissal should I fail to comply. I understand that should I be dismissed, none of the fees paid to SODEIT will be refunded, and I am responsible for all expenses incurred as a result of dismissal.

In consideration of SODEIT facilitating my placement abroad, I completely discharge SODEIT, directors, staff, independent contractors, managers, agents, host families, partner language schools, and partner organizations from any claims of any kind associated directly or indirectly with my travelling, researching, learning a language, interning, and/or volunteering.