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Application and Agreement for Expedition

Destination: Mnyenzi, Kenya Expedition Dates:

Applicants on this form must share the same permanent address or you must use separate forms. This Agreement must be reviewed, completed, signed and submitted **with the appropriate deposit** before you can be accepted for an expedition. You must be 18 years or older, unless accompanied by a parent, or have both parents sign the release form. By submitting this document, you agree to the terms, conditions and policies listed below and on the additional pages to this Agreement.

Full Name(s) as on passport _____ Birth Date ___/___/___
Passport #/ Exp. Date _____ (Exp. Date) _____ e-mail address _____

Permanent home address _____ City _____ Zip _____

Home phone __ (____) _____ Cell Phone __ (____) _____

Emergency contact: Name _____ Phone # (____) _____

This is a binding agreement - read all four pages carefully before signing:

Koins for Kenya (KOINS) reserves THE RIGHT, SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, to make cancellations, changes or pertinent substitutions due to the uncertainty and unpredictable nature of humanitarian work and in the interest of each particular village. Expedition costs are the prices expected at the time of departure for in-country transportation, hotel rates, food while in the village, services rendered by villagers, currency exchange rates, etc., and are subject to change. Unforeseen accidents or illnesses can arise which may require treatment in less than ideal circumstances. **Koins** cannot guarantee that adequate treatment, supplies or transportation will be available. If treatment or other care or services are provided in the event of an accident or illness, those providing treatment and care do so as “Good Samaritans” and with the expectation that they have no legal or other liability as a result of providing such gratuitous services. Expeditioners are to take full responsibility to have adequate health, life, disability and casualty insurance coverage, as well as evacuation insurance while participating in this endeavor. **Koins** is not responsible for payment of any costs, fees or the expenses that may arise as a result of an accident, illness or other occurrence in the course of travel to and from and participation in the expedition. Humanitarian work often is needed in countries with unstable governments. Because of the inherent safety risks associated with traveling in other countries, all participants agree to read the Consular Information Sheet published by the U.S. Department of State for each country to be visited. These Consular Information Sheets are available at <http://travel.state.gov>.

By signing below, I acknowledge that I have read all pages contained in this Agreement and that I understand it, I have had an opportunity to consult with legal advisors, or parents in the case that I am a minor, I have reviewed the applicable Consular Information Sheets and applicable travel warnings from the U.S. Department of State, and I hereby assume the risks associated with travel to and through foreign countries. In consideration of being allowed to participate in this endeavor, I hereby release Koins, its employees, directors, agents, expedition leaders, and all

others, from all claims, causes of action, damages, costs, fees or other expenses which may arise directly or indirectly from my participation, except as expressly set forth in this Agreement. I understand that I am solely responsible for securing insurance coverage and other financial arrangements to provide for costs, fees or other expenses, which may arise as a result of my participation. I also agree to the prescribed standards of personal conduct and grant full permission for Koins to use my image and likeness in all media formats without charge for promotional purposes.

Signature _____

Printed Name _____

Guardian#1 _____

Printed Name _____ Date: _____

Guardian #2 _____

Printed Name _____ Date: _____

Both Parents or guardians must sign for those less than 18 years of age.

Expedition Terms and Conditions

Registration, Deposit, Cost and Cancellation:

A deposit is required at the time of Agreement to hold a space on an expedition. The Expedition Cost balance is due 45 days prior to departure. The expedition cost will vary depending on expedition length, project cost and location. Excluding airfare, costs generally range from \$1,800 to \$2,500. These costs are the prices expected at time of departure and are subject to change without notice. While **Koins** will do all that is reasonable to avoid cost increases, in-country costs may be passed on to the participants. All Agreements are subject to approval by **Koins** and the expedition leader. Cancellation information is described on page four under Expedition Information.

Items Not Included:

Any expense of a personal nature is not included in expedition costs. This includes but is not limited to: phone calls, laundry services, room service gratuities for special services. Any expense for excess baggage or porter services will be borne by the participant. Other costs not included are passports, multiple entry visas, airport taxes, immunizations, evacuation insurance, and meals while outside the village. Any side trips planned by the participant will be entirely at their own expense. However, no refund will be made for accommodations or services, included in the expedition cost, not used by the participant.

Standards Of Personal Conduct:

All participants are considered ambassadors for our country, humanitarians in general and for **Koins**. There is a high expectation for participants to respect the reputation of trust and consideration that has been established through years of interaction with villagers and in-country directors. All participants will be expected to maintain high standards of conduct as well as honor, morality, respect, graciousness, etc. while in the villages and in the country where we serve. **Koins** has a strict "NO GIFTING" policy. Our gift to them is the project. Their gift to us is their hospitality. Participants will be expected to abstain from tobacco, narcotics, non-prescription drugs, and alcohol intoxication. **Koins reserves the right to terminate a participant's involvement, without reimbursement, at any point of the expedition if there is failure to comply with these conditions.**

Village Interactions:

Participants unconditionally, knowingly, and voluntarily agree that all interaction, communication, and work, before, during, and after an expedition, with **Koins** villages and villagers will be done through **Koins**.

Prior To The Expedition:

Current Passport: Each applicant has the responsibility to produce a current passport to complete the Visa application process. All participants will carry and be responsible for their own documentation including passports and tourist cards while in the country.

Visa Application: **Everyone will be required to** acquire a Tourist Visa's at the point of entry into Kenya. The current cost is \$50 and must to be available, in cash, & the responsibility of the participant at the point of entry. Applicants must be U.S. citizens, with valid passports, and completed Visa applications at the point of entry.

Immunizations and Health: Expedition participants are fully responsible for their health before, during and after the expedition. Participants should consult with their personal physician and/or International Travel Office regarding required immunizations. **Koins** suggests starting immunizations long before departure date since several of the required immunizations are multiple dose vaccines. Testing for some diseases could be required after returning home.

Health and Evacuation Insurance: Since expeditions can be physically challenging, **Koins** encourages a physical check-up before applying. **Koins** reserves the right (but is under no obligation) to evaluate health issues of applicants before accepting their application. Any applicant with high blood pressure, heart disease or any physical impairment is responsible for obtaining prior approval from their physician to participate. Since most expeditions take place in rural locations where medical services are often not available, **Koins** will provide all expedition participants an emergency medical and evacuation insurance coverage of at least \$25,000. Any additional insurance that you may want must be provided by you.

Safety During the Expedition:

Safety is always a concern when traveling and living in third world countries. Third world conditions may result in circumstances beyond the control of **Koins**. All participants agree to read an updated Consular Information Sheet and applicable travel warnings and public announcements from the U.S. Department of State for each country to be visited both at the time the Agreement is submitted and prior to departure on an expedition (see <http://travel.state.gov>). Even when safety recommendations are followed, accidents, delays, cancellations, acts of terrorism, violence and crimes may result in loss of property, severe bodily harm or even death to participants. Each participant agrees to assume these risks during the expedition

Responsibility and Liability – Release and Waiver:

Each participant agrees to release and hold harmless **Koins** and its officers, directors and employees from all damages, personal injuries, death, and claims arising in connection with an expedition, unless caused by the gross negligence of **Koins**. In the event of cancellations and delays, **Koins** will use reasonable efforts to provide comparable accommodations or services if it is necessary to change from the original itinerary.

The participant unconditionally, knowingly and voluntarily agrees to waive and release on behalf of himself and his heirs, executors, insurers, any and all claims of any nature whatsoever, whether known or unknown, against **Koins** and its officers, directors, employees, and insurers arising out of any event occurring or alleged to have occurred during an expedition, unless caused by the gross negligence of **Koins**. This release includes, without limitation, all rights or claims arising under any applicable state or federal statute, foreign law, international law or any common law cause of action, including any claims for attorneys fees or other costs.

Limitation of Damages:

In the event **Koins** is held liable under any circumstances, participant agrees that such liability will be limited to the participant's actual expedition costs paid to **Koins**. No third party may rely on this Agreement or recover damages based upon the terms hereunder.

Accommodations:

Koins facilitates volunteer humanitarian expeditions in rural villages. Our expeditions are not tourist vacations. Participants should be physically and mentally prepared to face frustrating and disquieting circumstances while traveling, working and living in impoverished, primitive areas. Village access is often along bumpy 4-wheel drive roads or sometimes requires a short hike. Participants must expect the unexpected, be flexible and patient and keep a sense of humor. Hotels selected are consistent with the price of the expedition. In some rural areas, participants will sleep in tented encampments or in the homes of villagers. Permanent bathroom facilities and/or heating may or may not be available. Participants must make themselves fully aware of available accommodations of the expedition before applying. The expedition costs are calculated on a double occupancy rate. All single participants will be assigned a roommate prior to arriving in the country. If a roommate is not available, participant will be notified of a single supplement cost adjustment prior to departure.

Miscellaneous Provisions

If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Utah, without regard to its conflicts of laws principles. Venue for any legal proceedings concerning this Agreement shall be in the state or federal courts in Utah County, Utah.

"Agreement", as used herein, means the application form, deposit form, release and waiver, and all the terms and conditions described in this document. Upon the acceptance of the applicant for an expedition, this document becomes a binding agreement between the parties. The terms "applicant" and "participant" are used interchangeably in this Agreement.

The rights and obligations of the participants under this Agreement shall inure to the benefit of and shall be binding upon their heirs, agents, personal representatives, successors and permitted assigns.

The rights and obligations arising under this Agreement cannot be assigned by participant without the prior written consent of **Koins**.

This Agreement constitutes the entire understanding and agreement between and among the parties and supersedes all prior agreements, representations or understandings between or among the parties, or any of them, relating to the subject matter hereof. Modifications to this form Agreement provided by **Koins** are not binding on **Koins** unless a written amendment is

signed by **Koins** and all participants listed on the front page, and such written amendment and signatures are attached as an addendum to this Agreement. **Koins** is a Utah nonprofit corporation.

Q & A

Am I right for a Koins expedition? **Koins** facilitates volunteer humanitarian expeditions in the rural villages of Kenya. Our expeditions are not tourist vacations. Participants should be physically and mentally prepared to face frustrating and disquieting circumstances while traveling, working and living in impoverished, primitive areas. Village access is often along bumpy 4-wheel-drive roads or sometimes requires a short hike. Participants must expect the unexpected, be flexible and patient and keep a sense of humor.

How much does an expedition cost? The Expedition cost will vary depending on expedition length, project costs and location. These costs are calculated on the expected prices at the time of departure and are subject to change. Excluding airfare, costs generally range from \$1,800 to \$2,500. A deposit is required to reserve a space on any expedition. Participants can pay by cash, check, Visa, MasterCard or American Express. Some participants have chosen to find sponsors or have used their employer donation matching program to help pay for their expedition costs. **Koins** may be able to help you with fundraising ideas. The full expedition cost is due 45 days prior to departure.

What if I have to cancel?

Our airline tickets are non-refundable and non-transferable. The costs for the Safari are also non-refundable. Once you pay for the remaining balance, these funds will be refundable based upon the following:

Over 90 days: 100% of your balance is refundable or transferable to a future expedition.

45-89 days: Half of the balance is refundable or transferable.

Less than 45 days: All payments are non-refundable.

Third world conditions may result in cancellations of expeditions. If **Koins** cancels the trip, your expedition costs, minus any expenses already incurred, are fully refundable. If you cancel your trip because of a new travel warning or a public announcement made by the U.S. Department of State after the date you submit your deposit, then your expedition costs, minus any expenses already incurred, are fully refundable. All payments received from persons other than the participant are 100% non-refundable at anytime.

Where does my money go?

Support funds, or monies used for your expenses, are used for the personal expenses attributable to our specific expedition. **Koins** uses all gifts and donations for the actual costs of our projects without administrative costs or other expenses. **Koins** is one of only a few organizations that promises 100% of all “donations” are dedicated to project expenses.

Is everything tax-deductible?

Koins is a non-profit organization as described by section 501(c)(3) of the Internal Revenue Code. Therefore, all but \$100 of the transportation to and from expedition sites as well as the participant’s expedition cost are probably tax deductible. We suggest that you consult your personal tax advisor regarding your personal tax situation. Any personal travel before and after the expedition is not tax deductible.

What other expenses can I expect?

Other costs to expect include passports, multiple entry visas, airport taxes, immunizations, and meals while outside the village. Accommodations are based on double occupancy. Participants are responsible for extra charges if he/she desires single occupancy or deviates from the group itinerary. Any side trips planned by the participant will be entirely at their own expense.