

JASY Volunteer
Statement of Responsibility and
Waiver of Liability

This Statement of Responsibility and Waiver of Liability forms an agreement among JASY (Jamaican Advantage thru Sports for Youth), The First Presbyterian Church Pittsford NY (the "Church") and the "Individual" (Volunteer / Chaperone / Participant / Parent / Guardian) executing below. This overseas mission trip is supported by the Church in collaboration with JASY (Jamaican Advantage thru Sports for Youth) and St. Patrick's Foundation, an international host organization.

In consideration of being allowed to participate as a JASY Volunteer / Chaperone in a JASY Camp Program scheduled for July 7 – 16, 2017 the participant agrees as follows.

TERMS

Whenever the term "participant" or "volunteer" is used in this Statement, it refers to the volunteer and/or parent/guardian, as the context requires. Whenever the terms "you" or "your" are used in this Agreement, they refer to the Individual, as the context requires.

"JASY" refers to Jamaican Advantage thru Sports for Youth, a mission outreach program serving at-risk children in Jamaica. "JASY Programs", as used herein, include any JASY Camp or JASY Mission Outreach program approved and conducted by JASY on its own or in collaboration with an international host organization or organizations such as St. Patrick's Foundation, the University of Technology and Bread Basket Ministries.

The Term "JASY Trip Leader" refers to the volunteer who works with host organizations and the Volunteer Coordinator to plan and lead the current JASY Program. The term "Volunteer Coordinator" refers to a JASY Volunteer who has agreed to take or share responsibility for recruiting and screening applicants to serve as JASY Volunteers. The Volunteer Coordinator also assists the Volunteers raising awareness, support and funds for JASY program and Volunteer expenses. The term "Chaperone" shall mean an adult who has agreed to take or share responsibility for the supervision of participants and activities in a JASY Program.

The Term "Releasee" or "Releasees" refers to JASY – Jamaican Advantage thru Sports for Youth Hilton NY, the First Presbyterian Church Pittsford NY, St. Patrick's Foundation Kingston Jamaica, the University of Technology Kingston Jamaica, its officers, directors, agents, and volunteers and, their staff, officers, directors and agents.

GENERAL MATTERS

The Individual will not be permitted to participate in any JASY Program unless this Statement is executed by both the Individual and his/her parent/guardian, if the volunteer is under eighteen (18) years of age. Prospective JASY Adult Volunteers must also complete and comply with the terms of a JASY Adult Volunteer Background Check Authorization.

If you should have any questions concerning this Statement or participation in any JASY program, please contact the JASY Trip Leader or Volunteer Coordinator.

This Statement provides certain general information for JASY Volunteers and their families. It is not meant to provide exhaustive advice with respect to any specific JASY Program. Volunteers and their parent/guardian are strongly urged to seek such information on their own, especially at times like these when Americans are potential targets of violence at home and abroad. Volunteers and family members can obtain current information about travel to Jamaica by viewing any Travel Alerts on the US Embassy website: http://kingston.usembassy.gov/travel_alerts.html

PASSPORT / TRAVEL REQUIREMENTS

US Citizens must possess a current valid Passport for travel to and from Jamaica. Volunteers are responsible for obtaining their own passports. Volunteers should provide the JASY Volunteer Coordinator with their passport information including: the Legal Name on their Passport, Passport Number, Issue Location, Issue and Expiration dates, Nationality and Birthdate as well as a copy of the photo identification page of their passport. Note: there are special requirements for minors under 16 years of age and for persons 16 and 17 years of age who apply for passports. Refer to http://travel.state.gov/passport/get/minors/minors_834.html For details about how to apply for a Passport refer to http://travel.state.gov/passport/get/get_4855.html The JASY Trip Leader will register the group with the State Department Consular Services Smart Traveler Enrollment program (STEP) so that the State Department can contact / assist us in the event of an emergency. <https://travelregistration.state.gov>

Parents / Guardians of Minors volunteering for a JASY Program must complete and provide JASY with an Authorization to Travel Abroad with a Minor.

HEALTH, MEDICAL AND INSURANCE MATTERS

Health. Volunteering at JASY Camp entails exposure to tropical sun, heat, dust, Jamaican cuisine, with limited access to air-conditioning, showers and medical services. Volunteers should be in good shape physically, mentally, flexible to changing schedules, open to local customs and alert to potential risks.

Before visiting Jamaica, you may need to get certain vaccinations and medications for vaccine-preventable diseases and other diseases you might be at risk for. Check the Center for Disease Control and Prevention for the most current health information for travelers to Jamaica. <http://wwwnc.cdc.gov/travel/destinations/jamaica.aspx> To have the most benefit, see a health-care provider at least 4–6 weeks before your trip to allow time for your vaccines to take effect and to start taking medicine to prevent malaria, if you need it. (Note: Your doctor or health-care provider will determine what you will need, depending on factors such as your health and immunization history, areas of the country you will be visiting, and planned activities.)

Fitness for Program. Both the Volunteer and parent/guardian warrant that the Volunteer is physically and mentally fit and in a condition that will allow him/her to participate fully in the JASY Program. You understand that the Releasees (as defined in this agreement) have not made, nor will make, any investigation into the Volunteer's fitness or the ability of the Volunteer to participate in the Program, and the Releasees are relying on your warranty concerning the Volunteer's physical and mental condition.

Insurance. You understand that you are required to maintain adequate health, accident, disability, and hospitalization insurance during the enrollment period of this Program. With the possible exception of Group Travel Insurance (see below) JASY does not secure or provide any insurance for volunteers. You are responsible for filing and negotiating all insurance claims directly with your insurance company or companies in the event necessary as well as the payment of any out-of-pocket health care related expenses you may incur while overseas. You should verify whether your policy will cover you while you are overseas, many policies do not; and whether your coverage includes repatriation insurance in the event that you need to return to the United States due to a medical emergency.

JASY may obtain Group Travel Insurance. This may provide the volunteers with a limited amount of coverage for travel delays, medical emergencies, and under certain conditions repatriation. This insurance coverage, if obtained, does not obligate the Releasees for any of the covered or uncovered expenses. The Volunteer / parent has the primary responsibility for payment of expenses, validating coverage and processing claims. Volunteers may obtain additional Travel Insurance at their own expense.

Emergency Medical Treatment. The Volunteer and parent/guardian grant the JASY Trip Leader and Volunteer Coordinator permission to authorize emergency medical treatment for the Volunteer, as they deem appropriate, and agree that such action by JASY shall be subject to the terms of this Agreement. The Volunteer and parent/guardian understand and agree that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. All Volunteers must complete and submit a JASY Volunteer Medical Information and Release.

FINANCIAL INFORMATION

JASY Volunteers are expected to pay / raise the funds necessary to cover the specified Volunteer Costs in accordance with a schedule communicated by the JASY Volunteer Coordinator. The group airline inclusive cost for JASY 2017 is: \$ ____. For those volunteers making their own travel arrangements, the 2017 JASY Volunteer cost is \$ ____.

You should be aware that withdrawal from a JASY Program may obligate you for payment of all or a portion of the projected volunteer's costs. JASY will endeavor to refund to you uncommitted and recoverable funds that the volunteer has paid to date, less the \$300 non-refundable deposit.

JASY expects JASY Volunteers to participate and support fund raising programs and activities designed to secure the donations necessary to cover the costs of the JASY Program.

JASY recommends that participants in JASY programs limit the cash, credit cards, jewelry, valuables and personal property that they bring on the trip to minimize the potential for loss or theft.

Program Change / Cancellation. JASY and the Church have the right, in their sole discretion, to cancel or change any Sponsored Program at any time and require that all participants return to the United States if the United States Department of State has issued a current travel warning for the area of a country JASY would be visiting or if JASY and or the Church determines or believes that any Volunteer is or will be in danger if the program is continued.

Regardless of whether JASY / the Church assists with your travel arrangements, JASY / the Church assumes no responsibility or liability for any delays, changes or dishonors in travel arrangements, including any additional expenses incurred by the Volunteer related to such delay, or change. The Volunteer is responsible for paying any additional expenses resulting from any operational or itinerary changes. JASY reserves the right to substitute accommodations or housing for any Sponsored Program. Any specific room and housing assignments for Sponsored Programs are within the sole discretion of JASY.

Should JASY or the Church cancel the program, JASY will refund uncommitted and recoverable funds that the volunteer has paid to date.

GENERAL MATTERS

Personal Conduct. The Individual agrees to conform to all applicable rules, regulations and policies of the program, the host institution, the host country, and any third party agency. Violation of these laws, policies and procedures may require the Individual to leave the program at the Individual's own expense. Volunteers are expected to sign and comply with the JASY Volunteer Expectations and Code of Conduct.

The Volunteer gives permission to the Church / JASY and the host organizations to use the participants name, likeness (photo /video) and statements / written reports provided in promoting this and similar JASY programs.

Removal from Program. You understand that JASY and the Church have the right to withdraw an Individual from a program at any time, if an Individual's actions or behavior impede the operation of the program or the rights or welfare of any other persons or violation of such rules, disruptive behavior, or conduct that could bring JASY or the Church into disrepute or legal jeopardy. Such decisions will be final and no refund will be made. You will not hold the

JASY or the Church liable for any claims incurred by reason of your failure or refusal to conform to the requirements or policies. JASY and the Church also have the right to refer matters to the appropriate local officials for further disciplinary or other action.

Legal Responsibilities. You understand that you must comply with the laws and appropriate cultural conduct of the countries you are visiting. You agree to conduct yourself in a manner that will comply with the regulations of the host institution, program administrator(s), JASY and the Church. If you experience legal problems with any foreign nationals or governments, you will attend to the matter personally with your own personal funds. JASY / the Church is not responsible for the defense of a participant accused of a violation of the laws of the host country and is not responsible for the payment of any fines or other penalties resulting from such violations.

Alcoholic Beverages and Controlled Substances The manufacture, distribution, possession, use or sale of controlled substances as defined by New York State law, federal law, and the laws of the host country is prohibited during this program. Individuals will be directly subject to the laws and legal procedures of the host country regarding the use, possession, and distribution of illegal drugs, which may differ from New York State and federal laws. Individuals should also be aware that laws relating to the possession and consumption of alcoholic beverages and other conduct may differ from New York State and federal laws, and are responsible for ascertaining the lawful age for the possession and consumption of alcoholic beverages in their host country and for compliance with local laws and customs.

ASSUMPTION OF RISK

You understand that participation in a JASY Program entails inherent risks, including, but not limited to, risk of cancellation of a program due to safety concerns or circumstances beyond the Church and JASY's control, or other risks described in this Statement. You have been given the chance to ask questions concerning the Statement and all such questions have been answered to your satisfaction. Having read this Statement, both the Volunteer and parent/guardian are fully aware of the risks and hazards associated with JASY Programs, and hereby consent to the Volunteer's involvement in such program(s). The Volunteer and parent/guardian voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that the Volunteer and/or parent/guardian sustain arising from the Volunteer's involvement in the JASY Program, whether caused by the negligence, including the sole negligence, of JASY, the Church their officers, directors, staff, agents, or volunteers or otherwise (the "Releasees").

JASY recommends that Volunteers who agree to serve as JASY Trip Leaders, Volunteer Coordinators or Chaperones obtain liability coverage for their volunteer participation in JASY. This may be provided by your employer's coverage, if your organization is a JASY volunteer sponsor, or through a personal Umbrella Liability coverage policy.

RELEASE AND INDEMNIFICATION

The Volunteer and parent/guardian agree not to sue the Releasees and release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever which the Volunteer and/or parent/guardian may have arising out of any loss, damage, or injury, including death, that may be sustained by the Volunteer and/or parent/guardian, or to any property belonging to the Volunteer, arising from the Program or while upon the premises where the Program is being conducted, whether caused by the negligence, including the sole negligence, of the Releasees or otherwise.

The Volunteer and parent/guardian agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or costs, including court cost and attorneys' fees, that the Releasees may incur arising from the Volunteer's involvement in the Program, whether caused by the negligence of the Releasees or otherwise.

CHOICE OF LAW AND FORUM

The Volunteer and parent/guardian agree that this Statement and any claim arising from participation in the Program shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws provision. The courts in Monroe County shall be the forum for any lawsuits arising from the Program or incident to this Agreement. The terms of this Statement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

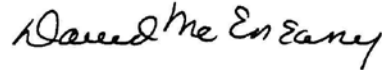
BINDING EFFECT

It is the express intent of the Volunteer and parent/guardian that this Agreement shall bind them, the members of their family and spouse (if any), their estates, heirs, administrators, assigns or personal representatives.

Dated: September 30, 2016

JASY Jamaican Advantage Thru Sports for Youth

By: _____



David M. McEneaney
JASY President

Dated: September 30, 2016

First Presbyterian Church Pittsford NY

By: _____



Bruce G. Boak
Senior Pastor

In signing this Agreement and Release, I acknowledge that I have read and understand the Agreement and Release, and agree to be bound by its terms. I also acknowledge that I have received copies of the JASY Program orientation materials from the JASY Volunteer Coordinator and I agree to read and abide by the guidelines, rules, and procedures described and outlined in those orientation materials.

I agree to complete assigned volunteer work required by my program, and to remain on site until the completion of the program. I understand that the only exception to the foregoing may be earlier departure in the event of a medical or personal emergency, or in the event that I have received permission for an early departure from JASY's Volunteer Coordinator.

If signing as the Parent / Guardian, I further acknowledge that I am the parent or legal guardian of the Volunteer and that I sign this Agreement voluntarily.

Signature:
Volunteer or Chaperone

Signature:
Parent or Guardian

Name (printed)

Name (printed)

Signature Date: _____

Signature Date: _____

THIS IS A RELEASE OF LEGAL RIGHTS.
READ AND UNDERSTAND BEFORE SIGNING