

# Builders Beyond Borders, Inc. ("B3")

Student Last Name

First Name

MI

## ➤ 2010 - 2011 Policy Statement Authorization and Release (the "Statement")

The attached Statement contains important information - read it carefully and acknowledge your agreement with its terms by signing below—both the participant and a parent/legal guardian must sign.

A fully-executed original of PAGE 1 must be returned to the B3 office before Participant will be considered for admission into B3. Retain the Pages 2 to 5 for your records.

***By signing below, I attest to having read, understood and agreed with all terms and conditions put forth in pages 2 to 5 by Builders Beyond Borders, Inc.***

### Signatures:

#### Participant (Student):

\_\_\_\_\_ <sup>X</sup> \_\_\_\_\_  
Print Name Signature Date

#### Parent/Legal Guardian:

\_\_\_\_\_ <sup>X</sup> \_\_\_\_\_  
Print Name Signature Date

## ➤ Credit Card Information

As explained in Section 1 of this Agreement and in the B3 Application, B3 requires each Participant to meet Payment Deadlines: \$1,800 by 11/15/2010; and \$2,650 by 2/1/2011. If a deadline is not met, B3 will charge the credit card provided below the amount necessary to bring Participant's balance to the required balance. B3 will contact you prior to charging the card.

Visa  MasterCard  American Express Expiration Date (MM/YY): /

Account Number

Name on Card: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ ZIP

<sup>X</sup> \_\_\_\_\_  
Signature of Card Holder Date

**Return this signed page to Builders Beyond Borders, 8 Willard Rd, Norwalk, CT 06851**

## ➤ 2010 - 2011 Policy Statement Authorization and Release (the "Statement")

### **Section 1: RULES AND POLICIES**

- (A) SERVICE ORIENTATION: B3 is a way of life, not just a trip once a year. The program is about growth through service to others. Participant will bring to B3 a cooperative, service-oriented attitude and a respect for members of their team and the residents of the country they are visiting. B3 sets high standards of conduct that Participant must meet at all times.
- (B) EVALUATION PROCESS: Participant will be subject to an on-going evaluation process of behavior, attitude, work ethic, meeting stated payment deadlines and community service hour requirement. Participant's failure to meet the required standards of personal conduct may result in a warning that participation in future trips may be in jeopardy. If Participant violates a "zero tolerance" policy, she/he will be immediately expelled from the program and unable to participate in future years. Final decisions on all invitations to return shall be made solely by the B3 Executive Director.
- (C) DRUGS & ALCOHOL: The possession of drugs and alcohol are expressly prohibited during all B3 activities, and indulgence in them will result in immediate expulsion from the program. We hereby grant permission to B3 Adult Advisors to administer drug and alcohol tests to Participant as described in Section 3 hereof. If Participant tests positive while in the field, she/he will be sent home at her/his expense plus the additional expense for an adult advisor to accompany Participant home.
- (D) SEX: B3 has a ZERO tolerance policy regarding any interpersonal sexual or romantic activity. B3 Adult Advisors are authorized to interpret and apply this policy. If Participant engages in activity which violates this policy, appropriate punishment will be invoked "in the field" and parent/guardian will be advised by telephone (if possible). Participant may be sent home at the parent's/guardian's expense (including additional expense for an Adult Advisor to accompany Participant home).
- (E) SMOKING: B3 has a ZERO tolerance policy regarding cigarettes, cigar and pipe smoking, and the purchasing/transporting of cigars or any type of tobacco are strictly prohibited.
- (F) HARRASSMENT: B3 has a ZERO tolerance policy regarding taunting, intimidation or other harassment of any type. The B3 Adult Advisors are authorized to interpret and apply this policy. If Participant engages in activity which violates this policy, appropriate punishment will be invoked "in the field" and parent/guardian will be advised by telephone (if possible). Participant may be sent home at the parent's/guardian's expense (including additional expense for an Adult Advisor to accompany Participant home).
- (G) UNLAWFUL ACTIVITY: Unlawful activity at any time may result in immediate dismissal and permanent exclusion from the program. The B3 Adult Advisors are authorized to interpret and apply this policy. If Participant engages in any activity that violates this policy, appropriate punishment will be invoked "in the field" and parent/guardian will be advised by telephone (if possible). Participant may be sent home at the parent's/guardian's expense (including additional expense for an Adult Advisor to accompany Participant home).
- (H) TIME COMMITMENT: B3 requires a significant commitment of time and energy for both Participant and parent/guardian. Participant is expected to attend all meetings, team retreat, and team events. Parents/guardians are expected to attend mandatory fall kick-off meeting, the meeting immediately preceding the actual trip, and to support all fundraising events.
- (I) COMMUNITY SERVICE: Participant is required to work a minimum of six (6) community service hours prior to Feb 1, 2011 in addition to funding the cost of trip. Such hours will only be awarded for B3-organized community service projects. Failure to comply prior to deadline may jeopardize future participation.

- (J) **PAYMENT MILESTONE DEADLINES:** Participant and Parent/Guardian acknowledge the following payment deadlines: \$1,800 by 11/15/10; \$2,650 by 2/1/11. Failure to meet deadlines may result in removal from the program. In the event that a milestone is not met, any difference between milestone due and amount in the student's account will be charged to their parent's/guardian's credit card.
- (K) **REFUNDS:** There will be NO REFUNDS for any money earned (fund-raising efforts, solicitation of Building Block donations, matching corporate funds, etc.) at any time if Participant voluntarily leaves or is expelled from the program for any reason. In addition, there are no refunds after 10/01/10.
- (L) **PARTICIPANT ACCOUNTS:** Money in Participant's trip account is non-transferable and non-refundable. Excess amounts from fund-raising in prior years may be credited to the student's account for the following year, but may not be used to pay for the initial deposit for the following year nor can they be transferred to another Participant's Account. Excess amounts earned by a senior will be put into a senior gift fund: the seniors from each team will determine where their team's "senior overage" money will be used.
- (M) **ACCURACY & ACCEPTANCE INTO PROGRAM:** All information regarding Participant provided to B3 is accurate and complete. Acceptance into the program is entirely at the discretion of B3.

**Details concerning any of the above are available upon request through the B3 staff.**

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## **Section 2: PERMISSION & WAIVER: PARENT/GUARDIAN**

Participant desires to work as a B3 volunteer and engage in activities related to being a volunteer (the "Activities"). We understand that Activities may include construction and rehabilitation of buildings involving significant physical exertion and the use of hand tools, and that there are risks and potential dangers associated with the travel and activities undertaken on B3 trips and projects. We are aware that Participant will be transported by air as well as by other methods, including bus, in countries where safety standards are often less demanding than in the United States. We confirm our desire to have Participant participate in B3, to make the trips, and to work on the projects, both away from home and in our local communities. (See Nature of Activities below.)

**Rules and Policies:** We have reviewed the Rules and Policies listed in Section 1 above and understand and agree that should Participant violate any of such Rules or Policies, or otherwise be deemed by a B3 Adult Advisor as engaging in inappropriate behavior during a trip or project, he/she will be disciplined in a manner appropriate to the nature of the misconduct both "in the field" and upon return home. We understand that should disciplinary action involve monetary expense, e.g., next available flight home, we agree to assume full responsibility for those expenses, both for Participant and any adult advisor accompanying Participant home.

**Release and Indemnity:** The Undersigned do hereby release, forever discharge and covenant not to sue and save and hold harmless and indemnify B3, the B3 Board of Directors, Officers, the B3 Adult Advisors and volunteers, and their successors and assigns, from any and all liability, claims, causes of action and other demands, including, without limitation, costs and attorneys' fees, of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with B3 or in any way associated with participation in B3.

The Undersigned understand and agree that this Release discharges B3, B3 employees, the B3 Board of Directors, B3 Advisors, and its officers, directors, agents, employees and volunteers from any liability or claim that the Undersigned may have against any of them with respect to any personal injury, illness, death or property damage that may result from Participant's Activities with B3. The Undersigned does hereby release, forever discharges, covenants not to sue and saves

and holds harmless and indemnifies B3, the B3 Board of Directors and the B3 advisors from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Participant's Activities with B3.

The Undersigned also understand that B3, the B3 Board of Directors, and the B3 Adult Advisors do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

The Undersigned further agree that if the Undersigned, Participant, or anyone on the Undersigned or Participant's behalf makes a claim against B3, the B3 Board of Directors, or any B3 advisor, the Undersigned will indemnify, save and hold harmless B3, the B3 Board of Directors and the B3 advisors from any litigation expenses, attorney fees, loss, liability, damage or cost that may be incurred as the result of such claim.

**Other:** The Undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Connecticut, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Connecticut. The Undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release that shall continue to be enforceable.

**Nature of Activities:** The Undersigned understand that the Activities may include work that may be hazardous to the Participant, including, but not limited to, construction, building, painting, working with tools, loading and unloading and transportation to and from project worksites outside the United States. The Undersigned also understands that the Activities may include recreational pursuits with inherent physical challenges, risks and dangers, including, but not limited to, wilderness adventure, water sports, rock climbing, kayaking and other trips and activities organized by B3 or otherwise which may involve travel via public carrier or other vehicles. The Undersigned also understand that the Activities may include involvement with various fundraising activities.

**Insurance:** The Undersigned understand that, except as otherwise agreed to by B3 in writing; B3 does not carry or maintain health, medical or disability insurance coverage for any Participant. Each Participant is required to obtain medical or health insurance coverage.

**Photographic Release:** The Undersigned grant and convey unto B3 all right, title, and interest in any and all photographic images and video or audio recordings made by B3 during Participant's Activities with B3, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Parental/Guardian Consent:** The Undersigned as parent or legal guardian of the minor Participant understands the nature of B3 Activities and confirms that Participant is qualified to participate in the Activities.

The Undersigned parent or legal guardian of the minor Participant attests that he/she has executed this Release on behalf of himself/herself, his/her heirs and assigns, executors and administrators and on behalf of the minor Participant, his/her heirs and assigns, executors and administrators as of the day and year first above written.

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### **Section 3: ALCOHOL AND DRUG POLICY; PERMISSION FOR DRUG-ALCOHOL TESTING**

B3 has a **ZERO** tolerance for drinking and drugs, and the purchase/transporting of alcohol or drugs. If a B3 Adult Advisor has reason to suspect a B3 participant is using alcohol or illegal drugs, appropriate punishment will be invoked while "in the field" and parent will be advised immediately by telephone (if possible). In an effort to discourage any drug and alcohol use, B3 has

