

FRANCISCAN MISSIONARY UNION

MISSION TRIP AGREEMENT

(For use with individual mission trip participants. Not for use with sponsoring third party organization.)

THIS MISSION TRIP AGREEMENT (this "Agreement") is entered into on this _____ day of _____, 20____ (the "Effective Date"), by and between FRANCISCAN MISSIONARY UNION OF THE PROVINCE OF THE MOST HOLY NAME, a New York non-profit corporation ("FMU") and _____, an individual ("Participant").
Print Name

Background

Participant desires to participate in a Mission Trip (as defined in Section 1 below) coordinated by FMU upon and subject to the terms more particularly set forth below.

Agreement

For and in consideration of the matters set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FMU and Participant hereby agree as follows:

1. Mission Trip Coordination. FMU will coordinate, plan, oversee and operate the mission trip (the "Mission Trip") more particularly described in the Mission Trip Description attached as Exhibit A hereto for a group of individual participants (including Participant), upon the terms more particularly described below.

2. Required Number Of Participants. Participant acknowledges and agrees that the minimum number of participants required for the Mission Trip is 10, maximum of 15. If by the Fee Payment Date (defined below) FMU has not obtained the minimum number of participants, then FMU shall at its sole election have the right to (but shall not be required to) terminate this Agreement, in which event Participant shall be entitled to a return of the Deposit (defined below).

3. Mission Trip Fee.

a. Amount of Mission Trip Fee. In consideration of FMU's obligations set forth in Section 1 above, Participant shall pay to FMU a fee (the "Mission Trip Fee") in an amount of \$ 3,000.

b. Deposit. Participant shall upon its execution of this Agreement pay FMU a deposit applicable toward the Mission Trip Fee in the amount of \$ 1,500 (the "Deposit"). The Deposit shall be non-refundable, except as may be specifically set forth in Section 2 above or Section 6 below.

c. Balance. Participant shall, within 30 days following the date of this Agreement (the "Fee Payment Date"), pay to FMU the balance of the Mission Trip Fee (i.e. the Mission Trip Fee less the amount of the Deposit). If the balance of the Mission Trip Fee is not paid by the Fee Payment Date, Participant will be deemed to have cancelled his/her participation in the Mission Trip, and FMU shall be entitled to retain the Deposit to offset a portion of its administrative and other expenses of having planned and structured the Mission Trip.

4. Included Costs; Excluded Costs. The Mission Trip Fee includes all the matters and activities listed in Exhibit A. FMU is not responsible for the costs of any matters or activities not set forth in Exhibit A, and any and all costs for matters not set forth in Exhibit A shall be the responsibility of Participant, including, but not limited to, airfare or other travel charges and expenses to the beginning site of the Mission Trip and from the final site of the Mission Trip; costs of meals or lodging beyond FMU-provided meals and lodging;

costs and expenses related to illness, sickness or injury to Participant; medical insurance; costs and expenses related to or incurred as a result of disciplinary actions described in, or actions contrary to, the Mission Trip Standard of Conduct and Information Brochure described in Section 11; and costs and expenses related to Participant-initiated adjustment of travel dates or alternate travel plans.

5. Additional Costs. Participant acknowledges and agrees that the Mission Trip Fee is based in part on FMU's determination as of the date of this Agreement of all costs and fees to be incurred in connection with and in furtherance of the Mission Trip. In addition to the Mission Trip Fee, Participant shall pay to FMU its pro-rata share of any Unforeseen Additional Costs (as defined below). "Unforeseen Additional Costs" shall mean all costs and expenses incurred by FMU in connection with the Mission Trip following the date of this Agreement (including but not limited to additional travel costs during the Mission Trip) caused by or arising out of matters outside of FMU's control, such as, by way of example and not limitation, weather, terrorism, civil unrest, travel warnings, travel advisories and the like. Participant shall pay its share of any such Unforeseen Additional Costs within thirty days of his/her receipt of written notice from FMU of such costs. Participant's pro-rata share shall mean total Unforeseen Additional Costs divided by the total number of paid participants.

6. Cancellation. Any cancellation of the Mission Trip by Participant shall be by written notice to FMU.

Failure to complete payment by March 10, 2016 will result in forfeiture of the total cost that has been paid by January 10 unless special arrangements have been made prior to payment. Students will receive a refund of the balance left that has been paid after \$1,500 has been deducted from the total should they have an emergency cancellation (\$1500 is the non-refundable deposit made for payment of plane tickets by January 10) Emergency cancellations will be handled on a case-by-case basis but will only be considered if the student has experienced a severe issue such as a health problem that prevents them from participating on the trip or death of a close relative such as a parent, grandparent, or sibling. No refunds for students who change their minds or decide not to participate on the trip for any other reason. All payments are to be made by either credit card (see FMU website for details) or check, which should be made out to FRANCISCAN MISSIONARY UNION and mailed in care of Br. Paul O'Keeffe at his address provided below.

Br. Paul O'Keeffe, OFM
St. Anthony Shrine
100 Arch Street
Boston, MA 02110
Cell: 240-393-0532

a. Prior To Fee Payment Date. If Participant cancels its participation in the Mission Trip prior to the Fee Payment Date, FMU shall be entitled to retain the Deposit to offset a portion of its administrative and other expenses of having planned and structured the Mission Trip.

b. Following Fee Payment Date. Participant acknowledges, understands and agrees that the Mission Trip Fees payable by Participant (and other participants) for the Mission Trip are determined largely based upon the total number of participants, and that if following the Fee Payment Date Participant cancels his/her participation in the Mission Trip, FMU is unable to increase the Mission Trip fees of other participants. Accordingly, if following the Fee Payment Date, Participant cancels his/her participation in the Mission Trip, FMU shall be entitled to retain the full Mission Trip Fee paid by Participant (including the Deposit).

7. Travel Warning. Prior to the Mission Trip, in the event that a travel advisory or travel warning is issued by the U.S. State Department or any other federal agency applicable to a country (or relevant portion thereof) that is scheduled to be visited during the Mission Trip, or FMU in its discretion otherwise determines for any reason (including but not limited to civil unrest or forecasted weather conditions) that it is or will be unsafe to travel to any country (or relevant portion thereof) that is scheduled to be visited during the Mission Trip, FMU shall be entitled to change the itinerary of the Mission Trip to avoid such countries or areas deems unsafe to visit. Prior to the Mission Trip, if as a result of travel advisories or travel warnings or other factors outside of FMU's control, FMU determines that the Mission Trip has been rendered impracticable, FMU shall be entitled to cancel the Mission Trip, in which event FMU shall be entitled

to retain out of the aggregate Mission Trip fees paid by all participants all of FMU's non-recoverable costs, and Participant shall be entitled to a pro-rata refund of the balance of the Mission Trip Fee (i.e. total Mission Trip fees paid by all participants, less the amount of non-recoverable costs, and the resultant number divided by the total number of paid participants). If, following commencement of the Mission Trip, as a result of travel advisories or travel warnings or other factors outside of FMU's control, FMU determines that continuation of the Mission Trip has been rendered impracticable, FMU shall be entitled to cancel the remainder of the Mission Trip, in which event FMU shall be entitled to retain out of the aggregate Mission Trip fees paid by all participants all of FMU's non-recoverable costs, plus an amount equal to twenty-five percent (25%) of total Mission Trip fees paid by all participants to compensate FMU for having planned and undertaken the Mission Trip, and Participant shall be entitled to a pro-rata refund of the balance of the Mission Trip Fee (i.e. total Mission Trip Fees paid by all participants, less the amount of non-recoverable costs, less an amount equal to 25% of total Mission Trip fees paid by all participants, and the resultant number divided by the total number of paid participants).

8. Cancellation Insurance. Participant acknowledges and agrees that the Mission Trip Fee does not include and FMU does not provide travel cancellation or interruption insurance in the event of Participant sickness or other unforeseen events affecting a Participant. Examples of disruptive events that may cause an individual Participant to cancel their participation in the Mission Trip or which may render their participation impossible or impracticable including without limitation personal or family illness, natural disasters, jury duty, terrorist attacks, civil unrest in the travel country or at home, and health epidemics (e.g. H1N1). Participant hereby acknowledges that, if desired, he/she needs to purchase cancellation insurance within a certain period of time prior to the Mission Trip.

9. Medical Insurance. The Mission Trip Fee does not include so-called DayTripper medical insurance. Participant acknowledges and agrees that the Mission Trip Fee does not include and FMU does not provide medical insurance for or on behalf of Participant. Participants are highly encouraged to purchase so-called DayTripper insurance on their own.

10. Medical Treatment. Participant acknowledges and agrees that FMU will not be liable or responsible for medical care (or costs thereof) rendered to him/her during the Mission Trip. As a precondition to a Participant being able to participate in the Mission Trip, Participant must provide FMU, upon Participant's execution of this Agreement, with an original version of a duly signed Authorization and Consent for Medical Treatment to ensure that Participants express wishes are complied with should they become incapacitated and unable to make decisions on their own (in the form attached hereto as Exhibit B) executed by Participant (or, if Participant is a minor or has a legal guardians, his/her parents or legal guardian, however applicable). IF PARTICIPANT DOES NOT PROVIDE FMU AN ORIGINAL EXECUTED AUTHORIZATION AND CONSENT TO MEDICAL TREATMENT FORM BY THE REQUIRED DATE, PARTICIPANT WILL NOT BE ENTITLED TO PARTICIPATE IN THE MISSION TRIP, AND IN SUCH EVENT PARTICIPANT SHALL NOT BE ENTITLED TO ANY REFUND OF ANY PORTION OF HIS/HER DEPOSIT OR THE MISSION TRIP FEE.

11. Mission Trip Information and Standard of Conduct Brochure. Attached hereto as Exhibit C is the Mission Trip Standard of Conduct and Information Brochure. Participant hereby agrees to comply with the terms and provisions thereof.

12. Acknowledgment of Risk. Participant acknowledges and agrees that FMU has made no warranty, express or implied, concerning the safety of Participant during the Mission Trip and further acknowledges and agrees that he/she is aware that Mission Trips of this nature pose risks including, but not limited to, accident, injury, disease, crime, political instability, religious intolerance and hostility, and government opposition to project activities. Participant acknowledges and agrees that when working, visiting or undertaking activities in underdeveloped economies and/or countries, there is a potential for problems with lack of sanitation, law enforcement protection, and health standards for local and foreign individuals, and that overt and/or covert discrimination against U.S. citizens, Christians, or persons of a particular ethnic background may be encountered, and that it cannot be assumed that danger or harm will not occur.

13. Release of Liability and Indemnification. As a precondition to a Participant being able to participate in the Mission Trip, Participant must provide FMU, upon Participant's execution of this

Agreement, with an original version of a duly signed Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement (in the form attached hereto as Exhibit D) executed by each Participant executed by Participant (or, if Participant is a minor or has a legal guardians, his/her parents or legal guardian, however applicable). IF PARTICIPANT DOES NOT PROVIDE FMU AN ORIGINAL EXECUTED VOLUNTARY WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT BY THE REQUIRED DATE, PARTICIPANT WILL NOT BE ENTITLED TO PARTICIPATE IN THE MISSION TRIP, AND IN SUCH EVENT PARTICIPANT SHALL NOT BE ENTITLED TO ANY REFUND OF ANY PORTION OF HIS/HER DEPOSIT OR THE MISSION TRIP FEE.

14. Miscellaneous.

a. Headings. The section and subsection headings of this Agreement are for convenience only and in no way limit, enlarge or define the scope or meaning of the language hereof.

b. Entirety and Amendments. This Agreement including all exhibits hereto and any other document this Agreement requires Participant to execute and deliver to FMU collectively embody the entire agreement and understanding between FMU and Participant regarding the Mission Trip, and this Agreement including all exhibits hereto and such other documents this Agreement requires Participant to execute and deliver to FMU supersede in their entirety any and all prior agreements and understandings between FMU and Participant relating to the Mission Trip. FMU and Participant each represent and warrant that there are no contemporaneous written or oral agreements or understandings between them with respect to the Mission Trip. This Agreement including all exhibits hereto and any other document this Agreement requires Participant to execute and deliver to FMU may be amended or supplemented only by an instrument in writing executed by both parties hereto.

c. Assignment. Participant shall not be entitled to assign his/her rights under this Agreement without the written consent of FMU.

d. Binding Nature. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon FMU's successors and assigns and any permitted assignee of Participant.

e. FMU Right to Trip Audio and Visuals. Participant acknowledges and agrees that FMU retains all right, title and interest in and to any and all photographs, images, videos, or audio recordings, including of participants (including Participant) or their respective likenesses or voices, made, generated or produced by or on behalf of or at the direction of FMU during or otherwise in connection with the Mission Trip.

f. Governing Law; Forum. This document shall be construed under the laws of the State of New York, without regard to principles of conflicts of laws.

g. Invalidity and Waiver. If any portion of this Agreement is held invalid, void, unenforceable or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative and otherwise in full force and effect, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

h. Waiver of Trial by Jury. FMU and Participant each hereby waives trial by jury in any action, proceeding or counterclaim brought other in connection with any matter arising out of or in any way related to this Agreement.

i. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall collectively constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange this Agreement by emailing executed PDF full and complete counterparts thereof which shall be considered originals for all purposes.

j. No Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of FMU and Participant only and are not for the benefit of any third party and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or any of the rights or obligations set forth herein.

IN WITNESS WHEREOF, FMU and Participant have executed this Agreement as of the date first written above.

FMU:

FRANCISCAN MISSIONARY UNION OF THE PROVINCE OF THE MOST HOLY NAME, a New York non-profit corporation

WITNESS:

Print Name of Witness

Signature of Witness

By: _____

Name: _____

Title: _____

WITNESS:

Print Name of Witness

Signature of Witness

PARTICIPANT:

Print Name of Participant

Signature of Participant

Parent or Legal Guardian of Participant of Minor Age (under 18 as of date of signature) or Adult Subject to Legal Guardianship

WITNESS:

Print Name of Witness

Signature of Witness

Print Name of Parent or Guardian

Signature of Parent or Guardian

EXHIBIT A

SOUTH AFRICA MISSION TRIP DESCRIPTION

Description of Mission Trip:]

The overall purpose of the Mission Trip is to develop social, cultural, and religious awareness of South Africa, conduct and promote community service and advocacy, and stimulate growth and understanding of the Christian faith and Franciscan charisms.

Departing Site of Mission Trip: _____

Returning Site of Mission Trip: _____

Dates of Mission Trip: _____ May 16-30, 2016 _____

Arrival at beginning site of Mission Trip: _____ May 17, 2016 _____

Departure from end site of Mission Trip: _____ May 31, 2016 _____

Costs Included in Mission Trip Fee: _____ \$3,000 _____

- Airline travel to and from South Africa and during the Mission Trip as set forth in the planned itinerary (**NOTE: Participant travel to the departing site of the Mission Trip (i.e. departing US Airport) and return site of the Mission Trip (i.e. returning US Airport) is the sole responsibility of Participant**)
- All lodging and FMU-coordinated meals during the Mission Trip
- FMU guides and other facilitators during the Mission Trip
- **Excluding** one dinner at restaurant.

Below is the cost break down

- \$3000 payable in three installments of
 - \$1,500 due January 10, 2016 (*a nonrefundable deposit*)
 - \$1,000 due February 10, 2016, and
 - \$500 due March 10, 2016.

Failure to complete payment by March 10, 2016 will result in forfeiture of the total cost that has been paid by January 10 unless special arrangements have been made prior to payment. Students may receive a refund of the balance left that has been paid after \$1,500 has been deducted from the total should they have an emergency cancellation (\$1500 is the non-refundable deposit made for payment of plane tickets which will be made in February 2016). Emergency cancellations will be handled on a case-by-case basis but will only be considered if the student has experienced a severe issue such as a health problem that prevents them from participating on the trip or death of a close relative such as a parent, grandparent, or sibling. No refunds for students who change their minds or decide not to participate on the trip for any other reason. All payments are to be made by either credit card (see FMU website for details) or check, which should be made out to FRANCISCAN MISSIONARY UNION and mailed in care of Br. Paul O’Keeffe at his address provided below.

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Cell: 240-393-0532

Proposed Itinerary:

The itinerary is subject to change as circumstances warrant in FMU's sole but reasonable discretion.

1. **Development of Social and Cultural Awareness/Service:** To nurture an appreciation of the different cultures and customs of South Africa, and to be exposed to the economic and social realities faced by the average South African by experiencing daily life as it is lived by people from various socio-economic levels.
 - A tour of Soweto where we will trace the origins of the struggle against Apartheid along with visits to Regina Mundi, a world Heritage site, The Nelson Mandela and the Hector Pieterse Museums. Participants will also visit the former home of Mahatma Gandhi in Durban and learn how his life in South Africa shaped the battle for independence in his native India.
 - Engage in multiple opportunity to meet with people from different ethnic groups and learn about their cultures. Participants will also learn first-hand about the struggle for independence from people who lived through the uprisings and hear how human rights advocates and community representatives have worked to bring about social change.
 - Visit a typical Zulu village and discover how rural life differs from city life in South Africa. This visit includes a visit to the local traditional healer (Sangoma), village chief, and ends with a meal cooked with food purchased in the market in Durban.
 - Take a tour of two townships in Johannesburg and one in Durban and experience the realities of life for the poorest South Africans.
 - Experience traditional culture through South Africa cuisine and traditional dancing.
 - Spend the day on Safari in Pilanesburg National Game Park and experience the beauty of the African savanna while you catch a close-up glimpse of elephants, giraffe, hippopotamuses, warthogs and many other animals.
 - Explore a traditional open-air market to learn what the typical foods South African's eat regularly and see how much of their income goes into feeding their families.

2. **Community Engagement through the Ministry of Presence:** The Franciscan tradition offers some insightful wisdom on the importance of making the ministry presence part of our mission experience. Our South African Mission Trip is based on the principle that when we enter other cultures, it is more important for the people to see us, get to know us, and to be known by us; this is the essence of a ministry of presence. Rather than coming with the intention of implementing programs or ministering to the temporal needs of the people in our host country, participants on the South Africa Mission Trip will engage in a ministry of presence, spending time with, and listening to our hosts as learners and ambassadors of our schools, faith traditions, and country. Opportunities to practice the ministry of presence include:
 - **St. Anthony's Education Centre:** During the Apartheid era, education of black South Africans was both substandard and limited. In response to this phenomenon the Franciscan Friars opened up an alternative education center to meet the needs of people. The primary mission of the school is to provide educational opportunities to adults who were deprived of access to education because of the political, economic or social conditions in their early years. Participants will be given a tour of the facility and have a chance to meet with and talk to students and staff who attend St. Anthony's.
 - **St. Francis Care Centre:** It has been estimated that as many 30 percent of the population of South Africa is living with HIV/AIDS. In response to this health crisis, the Franciscan Friars have been operating a hospice for persons dying of AIDS since the mid-1980s. Participants will get a tour of the facility and have a discussion with some of the staff about their work in caring for people who are facing death. Participants will also spend time playing with children in the Trust, all of whom are either orphaned by AIDS or are living with the virus.
 - **Visit the Valley of a Thousand Hills:** Tour the Valley of a 1000 Hills in the province of KwaZulu Natal. Leave the traditional tourist route and explore deep into this beautiful part of the country. Visit a local Zulu village, learning stories about the area from the people who know it best while meeting the sub-chief, traditional healer and have lunch with a village family.
 - **Sunday Mass at a local parish:** Enjoy mass in Zulu at a local parish nearby our lodging followed by lunch. After lunch spend time in Durban exploring the city and enjoying the beautiful Indian Ocean.
 - **Soweto Tour:** South West Township, popularly known as Soweto is the largest formal settlement outside Johannesburg where black South Africans were forced to live during the Apartheid regime. Participants will take a tour of the area and visit Vilakazi Street where they will see the homes of Nelson and Winnie Mandela, and

Desmond Tutu. The tour continues with a visit to Regina Mundi, the largest Catholic Church in Soweto and a landmark in the local resistance movement during the Apartheid era. The visit to Soweto will bring participants in contact with and have a chance to talk to local people who have lived through the struggle for freedom. Lunch will be taken at a local restaurant made famous by the many world figures that have come to visit Soweto.

- **Tapologo Hospice:** Bishop Kevin Dowling of the Catholic Diocese of Rustenburg who has been involved in various community activities in the greater Rustenburg area of the North West Province for almost 30 years. He realized that the HIV infection rate and the number of people with AIDS was reaching pandemic proportions in the region and that resources available to deal with the effects of the disease were limited if not non-existent. Out of this realization was born the Tapologo Trust, a faith-based community-centered HIV/Aids program. This visit will include an informative and hope-filled presentation on HIV/AIDS given by Bishop Dowling as well as a tour of the hospice and mobile treatment facility.
 - **Botshabelo Trust:** Featured on the 2007 critically acclaimed documentary, “Angels in the Dust” The Botshabelo Community Trust is the brainchild of Marion Cloete, a university-trained therapist whose self-sacrificial courage has motivated change and hope. Founded in December 1990, the Trust, is a rural community made up of a school, medical clinic, and village that cares for children abandoned or orphaned by HIV/AIDS. Some of the children are living with HIV as well, an unforgettable visit with a truly dedicated group of individuals. Participants will visit with the staff and children for the day and be take part in a project together with staff and students the following day.
 - **Market Analysis (Durban):** This is a guided socio-economic tour of a typical open-air market in Durban. Participants will be guided through a “market basket” analysis to understand the real cost of food in South Africa. This activity helps dispel the myth that “everything here is so cheap in South Africa” and help address questions about poverty. Participants will be accompanied by their chaperones and a local guide who will assist them in purchasing items from local vendors which will be used in preparing lunch that day.
 - **Cultural Exchange Activity:** Participants will be responsible for planning and executing cultural exchange activities to be presented at the St. Anthony Care Centre and at the Botshabelo Trust. These activity can be either a song or dance, or some kind of game that would foster interaction with the groups they will encounter. Development and practice of this activity would be done in the Unites States and when the entire group comes together on the ground in South Africa.
3. **Grow in faith with a particular understanding of Franciscan Charism:** To engage participants in a faith-based ministry of presence so as to enhance their spiritual growth and gain a better understanding of the Church’s fundamental option for the poor.
- Participants will learn about the role of the Catholic Church in promoting social change and development as it is carried out by Franciscan friars, and other Catholic organizations.
 - Participants will join in, and have an opportunity to lead daily prayer as a way of helping them become leaders in their spiritual communities. Participants will also be required to attend and contribute to daily reflection so as to help them better appreciate God’s work in their lives and the lives of those they meet, and to better discern their responsibility as Christians in building the kingdom of God on earth.
 - Participants will acquire an understanding of the value of serving others through good works and through sharing themselves and their lives with the people they meet. Particular emphasis will be placed on the value of “being” with the people as opposed to “doing” for the people (aka the ministry of presence), and participants will learn why this is a vital and important component of any ministry.
4. **Mission Advocacy:** To prepare participants to effectively share their mission experiences in their own communities upon returning to the U.S.
- Participants will meet daily throughout the trip for opportunities to discuss, debrief, and process what they are experiencing.
 - Participants will make a short verbal or visual presentation to the group before departure for home, the purpose of which is to prepare them to share their experiences with friends, family, and their faith communities.
5. **Commitment to Service:** Participants will deepen their commitment to service and be inspired to respond to the needs of all of God’s people.

- Participants will be educated on how to use the faith, knowledge, advocacy skills, and mission awareness acquired while visiting South Africa to deepen their commitment to ministry and service.

Scheduling

1. **Morning Prayer/Prep for Days activities:** A trip leader will lead Morning Prayer. After prayer, the trip leaders will brief the group on the day's activities. This will include an explanation of the objectives of the day's activity, where we will be going, what we will be doing, as well as what to along bring/not to bring.
2. **Evening Prayer:** Participants will form groups of two or three to prepare for and lead evening prayer. Each group will be responsible for leading evening prayer one or two times during the mission experience. Preparation for this can be done before departure as well as in South Africa.
3. **Reflections, debriefs, social analysis:** Either before or after evening prayer, a deliberate time of reflection and debriefing will be led by one of the group leaders or chaperones. This will provide participants with the opportunity to reflect on their day, express their observations and feelings, and discuss what they have learned. Reflection time is one of the most profound and important parts of each day.
4. **Workshops:** Participants will be given four (4) educational workshops on various topics that will help contextualize and form purposeful reflective judgment in the following areas: an orientation workshop, a workshop on socio-economic realities in South Africa today, Peace and Justice Issues, HIV/AIDS Workshop.
5. **Cultural Activities:** Participants will be exposed to the natural and cultural wonders that South Africa has to offer by making visits to the Valley of a Thousand Hills in the KwaZulu Natal Province, Pilanesburg National Game Reserve, and the Cradle of Humankind World Heritage Site. Participants will visit the cities of Durban and Johannesburg, The Apartheid and Nelson Mandela Museums to learn about South Africa's troubled past with the Apartheid Regime. Participants will also have opportunities to meet and spend time with local youth and families in the community engagement activities.

EXHIBIT B

FRANCISCAN MISSIONARY UNION

Authorization and Consent for Medical Treatment

ADULT (18 years of age or older as of date of signature and not otherwise subject to legal guardianship):

If, while participating in a Franciscan Missionary Union mission trip, I require emergency medical treatment which I am not able to personally authorize by reason of disability, incapacity, illness or otherwise, I hereby grant to Franciscan Missionary Union and its agents and employees the right to authorize any such medical treatment deemed medically necessary by duly qualified medical personnel. I hereby agree to the release of any records necessary for such medical treatment or for referral, billing, or insurance purposes related to such medical treatment. I further hereby waive and release to the fullest extent allowed by law any claims or liability against Franciscan Missionary Union, its agents, employees or anyone connected with Franciscan Missionary Union, arising out, related to or in connection with such medical treatment, including without limitation any adverse results, complications, or problems that arise in connection therewith. Subject to payments or reimbursements from any medical insurance arranged for the undersigned by Franciscan Missionary Union relating to the mission trip, I agree to pay for the full cost of any medical expenses incurred in connection with any such medical treatment, including making any necessary reimbursements to Franciscan Missionary Union in connection therewith.

WITNESS:

| | |
|------------------------------|----------------------------------|
| | <i>Print Name of Participant</i> |
| <i>Print Name of Witness</i> | <i>Signature of Participant</i> |
| <i>Signature of Witness</i> | Date: _____ |

MINOR (under 18 years of age as of date of signature) **or ADULT SUBJECT TO LEGAL GUARDIANSHIP:**

If, while _____ (name of Participant), a minor or adult of whom I am the parent or legal guardian, is participating in a Franciscan Missionary Union mission trip, he/she requires emergency medical treatment, I hereby grant to Franciscan Missionary Union and its agents and employees the right to authorize whatever emergency medical treatment is deemed medically necessary by duly qualified medical personnel for such Participant. I understand that Franciscan Missionary Union will make reasonable effort to inform me of any matters for which it may authorize medical treatment and to seek my personal decision before taking any action, provided that sufficient time exists to do so and that I am available for such communications. I hereby agree to the release of any records necessary for such medical treatment or for referral, billing, or insurance purposes related to such medical treatment. I further hereby waive and release on behalf of the above Participant and his/her heirs, to the fullest extent allowed by law any claims or liability against Franciscan Missionary Union, its agents, employees or anyone connected with Franciscan Missionary Union, arising out, related to or in connection with such medical treatment, including without limitation any adverse results, complications, or problems that arise in connection therewith. Subject to payments or reimbursements from any medical insurance arranged for the undersigned by Franciscan Missionary Union relating to the mission trip, I agree to pay for the full cost of any medical expenses incurred in connection with any such medical treatment, including making any necessary reimbursements to Franciscan Missionary Union in connection therewith.

WITNESS:

| | |
|------------------------------|---|
| | <i>Print Name of Parent or Legal Guardian</i> |
| <i>Print Name of Witness</i> | <i>Signature of Parent or Legal Guardian</i> |
| <i>Signature of Witness</i> | Date: _____ |

EXHIBIT C

MISSION TRIP INFORMATION AND STANDARD OF CONDUCT BROCHURE

1. Participant Conduct and Dismissal. FMU reserves the right to remove any Participant from the Mission Trip, at such Participant's sole cost and expense, for such Participant's inappropriate or illegal conduct. Inappropriate conduct includes but is not limited to those actions which in FMU's sole and absolute discretion are disruptive or harmful or contrary to the purpose and operation of the Mission Trip, are disruptive or harmful to other Mission Trip Participants, or is otherwise inconsistent with the purposes of the Mission Trip as influenced by the Catholic faith. Illegal conduct includes, but is not limited to, violating the laws of the United States of America or the host nation by means of theft, violence, illicit drug use or otherwise in FMU's sole and absolute discretion. Participant agrees and acknowledges that FMU has no responsibility to Participant in the event of Participant's detention or arrest by police.

2. Safety Guidelines. FMU considers safety as its highest priority and reserves the right in its sole discretion to cancel a Mission Trip should matters occur that render continuation of the Mission Trip unsafe. Participant is advised to safeguard and keep hidden money and important documents during the Mission Trip. Participant is advised to safeguard his/her luggage and personal items at all times, including placing locks on luggage.

To increase the likelihood of a safe and enjoyable Mission Trip, Participant is advised of the following Do's and Don'ts.

DO:

- Listen carefully to all safety information during your in-country orientation.
- Keep a copy of your passport with you at all times, inside your clothing if possible; you may leave your passport at our accommodations while out on tour.
- Stay close together as a group when you are out in public and always travel in groups of two or more.
- Ask for permission before taping/photographing others.
- Be careful about what you say in public, as many people will understand English.
- Speak at a moderate volume; North Americans tend to speak in louder voices so be mindful of this fact.
- Be respectful of others- especially those you disagree with; don't be afraid to ask difficult questions, but do it in a non-confrontational manner.
- Be respectful of other group members. Before asking multiple questions of resource people, look around to see if other people have questions and remember that people have varied learning styles and may need more time before asking questions. Remember that you are part of a mission group and not simply an independent traveler.
- Drink a lot of purified water to maintain good health and wash your hands frequently. Because South Africa is an arid climate you may not notice you are thirsty as easily as at home.

DON'T:

- Leave suitcases, bags, or purses unattended—even for a minute!
- Handle large amounts of money in public. Know how much you have and where it is.
- Wear anything expensive looking- watches, jewelry, sunglasses etc
- Disclose the tentative schedule or names of resource persons and groups of which you may be aware. This information should not be given either to "friendly strangers," to other resource persons on the program, or to anyone outside of your group.
- Photograph military personnel or installations- this may be considered threatening behavior!
- Give gifts of any kind- to anyone- no matter how small or how badly you want to! If you wish to share something with someone you meet who is not a trip participant, we suggest you bring postcards, photos or mementos from your home community and family. This exception

to this rule is that some groups, in coordination with FMU, may make a voluntary monetary donation to host organizations through their governing individuals.

3. Passports. Participants who are U.S. or Canadian citizens should have a passport valid for at least six month's past the scheduled date of departure. The average passport processing time is six weeks, so Participant is encouraged to plan in advance, or if the Mission Trip is departing in less than six weeks, use the U.S. Department of State's Expedited Service process. A copy of Participants signed passport should be sent to FMU **at least two weeks** prior to scheduled departure, and another copy should be kept with Participant at all times during the trip. The name on Participant's Passport must match Participant's air travel documents exactly, or Participant may incur delays or additional costs. Citizens from countries other than the U.S. or Canada should contact FMU for further information regarding passports.

4. Visa and Entry Requirements. No visa is required for travel to South Africa by U.S. citizens. FMU will separately notify Participants of any Visa requirements applicable to non U.S. Participants on the South Africa Mission Trip. Upon entry to any foreign country being visited as part of the Mission Trip, Participant should indicate the purpose of the trip is "holiday/tourist travel," **not** student or educational. Participants should retain any papers given to him/her by immigration officials upon arrival in any foreign country for presentation at departure. Citizens from countries other than the U.S. should contact the FMU for further information.

5. Health Precautions. Participant is encouraged to consult a doctor to ensure he/she is current on all vaccines, has a sufficient supply of prescription medications, and is aware of common public health risks in South Africa during the Mission Trip. Participant is advised to read the CDC's travel advisories at <http://wwwnc.cdc.gov/travel/destinations/traveler/none/south-africa>. During the Mission Trip Participants should bring a reasonable supply of both prescription and non-prescription medications he/she might need during the Mission Trip. During the Mission Trip, Participant should be conscious of drinking plenty of purified water and washing his/her hands frequently. Participant is advised to eat only food that is cooked and avoid salads or other food that may have been washed with non-purified water. Participant might get sick, and possible ailments include diarrhea, Hepatitis A, and Malaria, among others. If Participant becomes ill, he/she should immediately notify the FMU Mission Trip staff immediately.

6. Time Zone. Participant is advised to be aware of the time zone difference in South Africa during the Mission Trip.

7. Weather. Participant is advised to be aware of the climate of South Africa during the Mission Trip and to pack clothes accordingly.

8. Money. Participant is advised to be aware of the official currency of South Africa. Participant is advised that U.S. currency can at times be difficult to exchange into South African Rand and that exchange facilities at airports and tourist centers may not offer the best exchange rate. For information on exchange rates, visit <http://www.xe.com>. Participant is advised to keep small amounts of cash in local currency throughout the Mission Trip. Participant is advised to safeguard his/her money at all times. Credit cards such as Visa, MasterCard and American Express are accepted at many places, though Participant is advised to contact his/her credit card company before leaving to alert them of travel plans to avoid complications in using credit cards.

9. Suggested Packing List. FMU suggests the following packing list, which Participant should alter depending on the time of year of travel and the climate of South Africa during the Mission Trip.

- **Clothing** - Generally bring comfortable, modest clothing.
 - Cotton pants, neat blue jeans, t-shirts without logos and button down shirts.
 - Appropriate clothing for shared bathrooms.
 - Several church outfits.
 - Men- a nice button down shirt and slacks (ties/jackets not required).
 - Women- a dress, or skirt/slacks and a blouse (no t-shirts).

- Sweater, sweatshirt or a light jacket.
 - Rain jacket, poncho, or umbrella
 - Note that laundry facilities may not be available, so Participants should plan to hand wash items.
 - Comfortable closed toed walking shoes.
 - **DO NOT WEAR:**
 - Any Jewelry
 - Any camouflage/military or patriotic clothing
 - Shorts, sweat suits, athletic gear, tank tops or other revealing clothing in public. Shorts may be worn at retreat centers.
 - Miniskirts, low cut blouses that show cleavage, sleeveless shirts or tank tops, shirts pants/jeans with rips or tears in them, spandex or tight fitting clothing of any kind.
- **Toiletries-** Common items such as tampons, mouthwash, and disposable razors might be difficult to obtain so Participant is advised to bring his/her own.
 - **Medication-** Prescription and over the counter; although OTC drugs may be available in South Africa during the Mission Trip, Participant is advised to bring his/her own.
 - **Miscellaneous-** Participant may want to bring one or more of the following personal items.
 - Camera
 - Money belt
 - Credit/ debit cards
 - Power adapter
 - Refillable water bottle
 - Travel clock/plain watch
 - Notebook/journal
 - Flashlight
 - Protein bars
 - Ear plugs- if you are a light sleeper
 - Hand sanitizer
 - Sun and Insect Repellant- hat, sunglasses, sunscreen, bug spray
 - **Luggage-** Pack light.
 - Due to space limitations while travelling, Participant should only bring one large, soft cover bag and one carry on, plus a purse, or backpack.

EXHIBIT D

FRANCISCAN MISSIONARY UNION

**VOLUNTARY WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION
AND ASSUMPTION OF RISK AGREEMENT**

I, _____ [*insert name of Participant*], for and in consideration of Franciscan Missionary Union (“FMU”) allowing me to participate in a mission trip (the “Mission Trip”), hereby acknowledge and agree as follows:

1. Waiver and Release. I, on behalf of myself and my heirs, executors, personal representatives, estate, insurers, successors and assigns, to the fullest extent allowed by law, hereby knowingly, freely, voluntarily and unconditionally forever waive, release, discharge and covenant not to sue FMU and its directors, officers, agents, employees, volunteers, successors and/or assigns (collectively, the “FMU Parties”) for, from and against any and all liability, damages (including direct, actual, consequential, indirect, special, exemplary, incidental or punitive damages), claims, causes of action, and demands at law or in equity that may accrue to me, whether based on tort, contract, warranty, or any other theory of recovery (collectively, “Claims”), for death, personal injury or property damage (whether foreseen or unforeseen or whether resulting from negligence or otherwise) (collectively, “Injuries”) in any way related to, arising out of or incurred in connection with my participation in the Mission Trip.

2. Indemnity. I hereby agree to indemnify (meaning to pay or reimburse FMU Parties for any amount required to be paid by any of them, including attorney’s fees and court costs), defend and hold harmless FMU Parties from and against any Claims for Injuries that may be brought against FMU Parties by any person or party arising out of my participation in the Mission Trip, whether for Injuries I suffered or Injuries any other person claims to have suffered as a result of my participation in the Mission Trip.

3. Assumption of Risk. I am fully aware and understand that my participation in the Mission Trip entails inherent and unavoidable risks, both foreseen and unforeseen, which may include but are not limited to accident, injury, disease, crime, political instability, religious intolerance or hostility and government opposition to project activities. I hereby knowingly, voluntarily and freely assume all risks in connection with my participation in the Mission Trip and hereby acknowledge and agree that I am participating in the Mission Trip voluntarily and at my own risk. I have made a specific determination that I am healthy enough and have the requisite physical ability to participate in the Mission Trip. I hereby agree and acknowledge that no FMU Parties have made any representations or warranties to me regarding the status of my health or physical ability as it may relate to my participation in the Mission Trip. I hereby agree and acknowledge that no FMU Parties have made any representation or warranty to me, express or implied, concerning the safety of the Mission Trip.

4. General.

a. I understand and agree that this Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by applicable law. I agree that if any provision of this Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement is determined to be ineffective or invalid, this Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement shall be ineffective or invalid only to the extent of such provision, and the remaining provisions of this Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement shall remain valid and in full force and effect to the fullest extent permitted by law.

b. This Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement shall be construed in accordance with the laws of New York State, without regards to any of its laws that would apply the laws of any other state or jurisdiction, and any action hereunder shall only be brought and heard in applicable New York State courts.

I have carefully read this Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement, fully understand and agree with its contents, and understand that I am giving up substantial rights my signing it. I hereby execute this Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement freely and voluntarily and without any compulsion to do so. In executing this Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement, I have not relied on any statement made by any FMU Parties.

If I am signing this Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement as a parent or legal guardian of the above-named Participant, I hereby represent and warrant that I am the parent or legal guardian of the participant described in this document, and that in such capacity I agree to be legally bound as set forth in this Voluntary Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement, on behalf of such Participant.

WITNESS:

Print Name of Participant

Print Name of Witness

Signature of Participant

Signature of Witness

Age of Participant

Date

Parent or Legal Guardian of Participant of Minor Age (Under 18 as of date of signature) or Adults Subject to Legal Guardianship

WITNESS:

Print Name of Parent or Legal Guardian

Print Name of Witness

Signature of Parent or Legal Guardian

Signature of Witness

Date