

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 7, maximum of 10. 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 \$ 2,200.000.

b. Deposit. Participant shall upon its execution of this Agreement pay FMU a deposit applicable toward the Mission Trip Fee in the amount of \$ 1,000 (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 beyond DayTripper coverage; 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. Acceptable reasons for cancellation are; the participant has experienced a severe illness that prevents them from participating on the trip; death of a close loved one such as, parent, spouse, grandparent or sibling. Partial refunds depend on how much money has been spent on non-refundable amounts such as plane tickets and accommodations. Failure to complete full payment by the third and final payment date may result in forfeiture of total payments made up to that point, and/or loss of the opportunity to participate in said mission trip. No refunds will be made for participants who change their minds or decide not to participate on the trip for any other reason.

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. 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 includes so-called DayTripper medical insurance, details of which can be obtained from FMU. 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 beyond such DayTripper coverage.

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 stated above, DayTripper medical insurance is applicable 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 (in the form attached hereto as Exhibit B) executed by Participant (or, if Participant is a minor or has a legal guardian, 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.

WITNESS:

Print Name of Witness

Signature of Witness

WITNESS:

Print Name of Witness

Signature of Witness

FMU:

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

By: _____

Name: _____

Title: _____

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
MISSION TRIP DESCRIPTION

Description of Mission Trip:

The “Walk in my Shoes” cultural and religious awareness trip to Cuba nurtures an appreciation of the culture and customs of Cuba, and exposes participants to the economic and social realities faced by the average Cuban by experiencing daily life as it is lived by people from various socio-economic levels through various experiential activities.

The purpose of the Mission Trip is to develop social and cultural awareness of Cuba, conduct and promote community service and advocacy, and stimulate growth and understanding of the Christian faith and Franciscan charism.

Beginning Site of Mission Trip: _____

End Site of Mission Trip: _____

Dates of Mission Trip: _____

Costs Included in Mission Trip Fee

- Travel during the Mission Trip as set forth in the planned itinerary
- Participant lodging and FMU-coordinated meals during the Mission Trip
- FMU guides and facilitators during the Mission Trip
- Excluding one dinner at restaurant.

Below is the cost break down

- \$2,200 payable in three installments of
 - \$1,000 due January 31, 2016 (*a nonrefundable deposit*)
 - \$ 600 due February 29, 2016, and
 - \$ 600 due March 31, 2016.

All payments are to be made by check, which should be made out to FRANCISCAN MISSIONARY UNION and mailed in care of Br. Paul O’Keeffe.

Br. Paul O’Keeffe, OFM
St. Anthony Shrine
100 Arch Street
Boston, MA 02110
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:** To nurture an appreciation of the culture and customs of Cuba, and to be exposed to the economic and social realities faced by the average Cuban by experiencing daily life as it is lived by people from various socio-economic levels, we will engage in the following activities:
 - Enjoy the hospitality of local families from San Antonio and Santa Cruz parishes by eating one lunch and one dinner in their homes. These home meals offer both hosts and participants an unguarded opportunity to discuss the complexities of living in a socialist society that does not encourage or value freedom of religion.
 - Visit the family of Br. Miki Ulloa, OFM and discover the resourcefulness and tenacity of the Cuban people, while learning how some families are compelled to supplement their meager incomes received from government controlled salaries.
 - Discover the importance of Santería, which, along with Catholicism and the Socialist Ideology, is one of the three dominant belief systems in Cuba. Santería is a syncretistic religion that is based on the traditional religious beliefs of the Yoruba ethnic group who live in modern day Benin and Nigeria. Santería also incorporates some Roman Catholic elements and developed during the slave trade, which flourished in the 16th-18th centuries. This pragmatic approach to religion is currently practiced by 47% of the Cuban people.
 - Explore two typical farming villages and learn how Cuban farming techniques differs from those used in the U.S. This visit includes time spent with two families who are part of small Christian communities formerly serviced by the friars. Each family is engaged in either sugar cane farming or animal raising.
 - Take a walking tour of Old Havana and see the faded beauty of this once regal city. You will also see several other sections of the city and observe the realities of life for the poorest of Cubans, all while riding in a classic North American car from the 1950's.
 - Tour the Valle de los Ingenios (Valley of the Sugar Mills), a UNESCO World Heritage Site. This educative tour will highlight the role played by Afro-Cuban slaves in the production of sugar and molasses for the European and North American markets. See how the slaves and their masters lived and worked, and learn about the importance of the sugar trade in colonial Cuba and how it sustained the triangle trade.
 - Experience traditional and modern Cuban culture while partaking of the rich cuisine and world renowned music and dancing.
 - Spend the day at Ancon, one of Cuba's many beautiful beaches, or trek up the Escambray Mountains where you'll be rewarded with a refreshing swim in the turquoise green pool of the Caburní waterfall.
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. An old legend states that St. Francis once said his brother friars should "preach the Gospel always and when necessary, use words." A ministry of presence is also about living the gospel as reflected in our actions and deeds--spreading the gospel message by giving our attention and time; two commodities that are important parts of any ministry experience. Most mission trips place emphasis on 'doing' rather than 'being'. Our Cuban 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 Cuba 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:
 - **La Parroquia de Santa Cruz:** Attend Sunday Mass at one of two parishes staffed by Franciscan Friars in Havana and experience the faith life of this vibrant worshipping community.

- **Visit the Focolare Community:** The Focolare Movement was founded by an Italian woman, Chiara Lubich, in 1943 and has a presence in 182 countries with over 100,000 adherents. Their goal is for lay people to live in community and work more cooperatively to build a more united world by living out the precepts set forth in Christianity in harmony with other religions. The community in Havana lives in the beautifully renovated former Franciscan House for Novices. Learn how this unique religious community witnesses to their Roman Catholic faith in Havana, while living out their daily lives in various occupations.
 - **Home Meals:** Engage with local families from San Antonio and Santa Cruz parishes and enjoy several meals in their homes.
 - **Socio-Economic Reality Discussion:** Visit the family of one of the Franciscan Friars and discover the resourcefulness and tenacity of Cuban families, and have a discussion about how they supplement the inadequate incomes.
 - **Explore a typical farming villages:** Discover how rural life differs from city life in Cuba. This visit includes visits to two the local families who engage in sugar cane farming and animal raising.
 - **Spend Time with the Franciscan Friar Community:** Isolated by years of political and social separation, the Franciscan Friars of Cuba are a small, faith filled community who are graciously opened up their home to our group. The friars offer a wealth of witness to the faith over the last 60 years since Cuba adopted a Socialist Government. Enjoy spending time getting to know and appreciate these holy men.
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 while developing an appreciation for the Franciscan Charism of solidarity with 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 introduced to the Pastoral Circle which will be used as a framework for daily reflection 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 at reflection time 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 their faith, newfound knowledge, growing advocacy skills, and mission awareness acquired while visiting Cuba to deepen their commitment to ministry and service at home.

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:

Print Name of Witness

Print Name of Participant

Signature of Witness

Signature of Participant

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.

Signature: _____

WITNESS:

Print Name of Witness

Signature of Witness

Print Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

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. The officials may ask you what your itinerary and schedule is. Simply respond, "I don't know what your schedule is" (You will receive a tentative schedule of appointments from Br. Paul O'Keeffe upon arrival.) Identify yourself as a tourist if asked; the official purpose of your trip is tourism. When you re-enter the U.S. Customs, you must state what you signed on the affidavit, which is the purpose is a Mission Trip.

9 DOS AND DON'TS WHILE ON THIS MISSION TRIP

Dos:

- 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 Cuba is an arid climate you may not notice you are thirsty as easily as at home.

Dont:

- 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. Pickpocketing is rare but err on the side of caution.
- 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. If you want to ask someone about information provided by another resource

person/organization, find a way to do this without mentioning the other person/organization (e.g. "I read before I came that ...")

- Photograph military personnel or installations- this may be considered threatening behavior!

Your group will have an orientation session upon arrival in Cuba. You will receive additional information and have the opportunity to ask questions at that time. In the meantime, if you have any questions about the information above, call Br. Paul.

NOTE: It's likely you will hear the above guidelines again at various points during your mission trip. We ask for and appreciate your patience with this fact in advance of your trip.

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 Participant's 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. FMU will separately notify Participants of any Visa requirements applicable to U.S. or Canadian Participants visiting Cuba during the Mission Trip. Any U.S. Participant extending his or her stay beyond the Mission Trip is advised to ensure his/her passport has at least two blank pages in the visa section. 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 trip. 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. or Canada should contact 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 Cuba during the Mission Trip. Participant is advised to read the CDC's travel advisories at <http://wwwnc.cdc.gov/travel/destinations/traveler/none/cuba> during the Mission Trip and 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(s) of Cuba during the Mission Trip. (Cuba is on the same time as the East Coast of the USA)

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

8. Money. Participant is advised to be aware of the official currency of Cuba is the Cuban Convertible Peso. Participant is advised that U.S. currency can at times be difficult to exchange into Cuban Convertible Pesos 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 Cuba 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.
 - No shirts or blouses that reveal cleavage or dresses that show under garments.
- **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; Over the counter and prescription drugs will not be available in Cuba 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 Repellent- 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 negligence or reckless or willful misconduct during the Mission Trip, whether for injuries that I suffered or injuries any other person claims to have suffered as a result of my negligence or reckless or willful misconduct during 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 the District of Columbia, 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 District of Columbia 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.

Print Name of Witness

Print Name of Participant

Signature of Witness

Signature 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

Print Name of Witness

Print Name of Parent or Legal Guardian

Signature of Witness

Signature of Parent or Legal Guardian

Date