



**AMERICAN HERO
ADVENTURES™**



Waiver Packet for:



AMERICAN HERO ADVENTURES, INC. (AHA)

3003 West 11th Ave. #250

Eugene, OR 97402-6643

(541) 246-8476

info@americanheroadventures.org

Information and Instructions

Activity Identifier: _____

Included in this packet you will find the following documents:

- Participant Information
- Airline Travel Information
- Participation Agreement, Waiver and Release of Liability, Assumption of Risk, Indemnity Agreement and Limitation of Liability
- Name, Photograph and Audio - Video Release, Right and Permission to Use
- Reservation Deposit, Participation Fee and Donated Equipment
- Refunds, Withdrawals, Cancellations, and Return of Equipment and Accessories
- Domestic and International Travel, Code of Conduct and Recommendations
- AHA Terms, Definitions and Disclosures

Please read each document carefully and fill out the highlighted portions as instructed.

The amount required to participate in this AHA Activity is \$_____ per person. Of this, **\$500.00** is for your Reservation Deposit to secure your spot, and \$_____ is for your Participation Fee to cover expected travel related arrangements and other expenses.

This entire packet and the Reservation Deposit of **\$500.00** is due in full no later than **1900hrs Pacific Time** on _____. If your packet and full Reservation Deposit has not been received by the above deadline you will forfeit your opportunity to attend this AHA Activity and no refunds of whatever portion of the Reservation Deposit AHA has received will be issued.

The Participation Fee of \$_____ is due in full no later than **1900hrs Pacific Time** on _____. If your full Participation Fee has not been received by the above deadline, you will forfeit your opportunity to attend this AHA Activity and no refunds of the Reservation Deposit or whatever portion of the Participation Fee that has been received will be issued.

Participants will receive a digital invoice from PayPal to pay for their Reservation Deposit and Participation Fee.

If you should have any questions, please let us know by calling the office at (541) 246-8476 or send an e-mail to info@americanheroadventures.org.

AMERICAN HERO ADVENTURES

Participant Information

Personal Information:

Last Name: _____ First: _____ Middle: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Physical Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____ E-mail: _____

Date of Birth: ____ / ____ / ____ Last four of SSN: _____

Emergency Contact Information:

Last Name: _____ First: _____ Middle: _____

Relationship to You: _____

Physical Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____ E-mail: _____

Medical Information:

Do you have any medical conditions (bad back or knees, trouble breathing, allergies, pregnant, etc.) that you feel we need to be aware of? ___ YES ___ NO

If so, explain: _____

List any special or adaptive equipment / devices you may need: _____

List any other special needs you may have: _____

*****Participants will immediately inform AHA if any of the above information should change.*****

AMERICAN HERO ADVENTURES, INC. (AHA)

3003 West 11th Ave. #250

Eugene, OR 97402-6643

(541) 246-8476

info@americanheroadventures.org

Airline Travel Information

Full Legal Name: _____
(Last) (First) (Middle)

DOB: ____ / ____ / ____
(Month) (Day) (Year)

Known Traveler Number (KTN): _____

Passport Number: _____

Passport Expiration Date: _____
(Month/Day/Year)

**From what three airports would you prefer to fly? List the city name and three-letter airport code.
At least one must be an international airport*:*

Example: _____ *Los Angeles, CA - LAX*

Airport 1: _____

Airport 2: _____

Airport 3: _____

Seat Preference*: Aisle Middle Window

Airline Frequent Flyer / Mileage Number:

Alaskan Airlines: _____

Southwest Airlines: _____

American Airlines: _____

United Airlines: _____

Delta Airlines: _____

Other: _____

Hawaiian Airlines: _____

*No guarantees are made that you will be able to travel out of these airports, or that your seat preference can be accommodated, but all efforts will be made to accommodate your request.

AMERICAN HERO ADVENTURES, INC. (AHA)

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**Participation Agreement, Waiver and Release of Liability, Assumption of Risk,
Indemnity Agreement and Limitation of Liability
("Participation Agreement")**

Activity Identifier: _____

Participant: _____

Participant's Full Legal Name (please print)

This Participation Agreement is between:

AMERICAN HERO ADVENTURES, INC. (AHA)

and

Participant: _____

Participant's Full Legal Name (please print)

***** WARNING *****

READ THIS PARTICIPATION AGREEMENT CAREFULLY AND IN ITS ENTIRETY

By signing this Participation Agreement, the Participant personally, and on behalf of others, is waiving and releasing legal rights the Participant might otherwise have against AHA to seek compensation in case of injury, illness, death, and all losses or damages as a result of the Participant's participation in AHA's Activities. Do not initial or sign this Participation Agreement unless you have read it in its entirety. Please read and initial the bottom of each page where indicated.

RECITALS:

- A. Participant wishes to participate in the Activities sponsored, provided and operated by AHA and its Affiliates.
- B. AHA and its Affiliates reserve the right to not permit any person, to participate in or attend, in whole or in part, in any AHA Activity, in its sole and absolute discretion and reserves the right to revoke any permission previously given and otherwise refuse service to any person for any lawful reason.
- C. Participant agrees that the Participation Agreement of AHA (and the verbal or written agreement of any other Affiliate) permitting Participant to participate in an Activity, is good, valuable and adequate consideration for this Participation Agreement. The Participant, individually, and on behalf of any other Participant in the care custody or control of the Participant (e.g. child, step-child, other minor Participant, ward, protected person, dependent, elderly) hereby jointly and severally agree, as follows:

Participation Agreement:

1. Incorporation of Recitals: The forgoing Recitals are, by this reference, incorporated herein as though fully set forth.
2. Voluntary Participation: I understand that I am solely and entirely responsible for deciding whether to participate in an Activity with AHA, and for deciding what Activities in which I can safely participate. I am freely volunteering to participate in the Activity offered by AHA.
3. Representations. I, for myself, and on behalf of my spouse, domestic partner, children, parents, guardians, heirs and next of kin, estate and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Participation Agreement.
 - 3.1 I hereby represent that I am in good health and in proper physical condition to participate in the AHA Activity listed above; and,
 - 3.2 I do not (and will not) consume alcohol or any illicit or prescription drugs or other intoxicant which might (or will) to excess or which in any way impair my ability to safely participate in all AHA Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activity; and,
 - 3.3 I understand and acknowledge the physical and mental rigors associated with all AHA Activities are inherently dangerous and represent an extreme test of a person's physical, emotional and mental abilities, limits and condition. I understand that participation in some or all the Activity involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent cognitive and physical disability, deformity, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles, aircraft, or natural or manmade objects; dangers arising from adverse weather conditions, fire, criminal misconduct, dangerous wildlife and domesticated animals, imperfect conditions existing on the properties where all AHA Activities take place; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of AHA and the sponsors and organizers of some or all the AHA Activities; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (herein the "Risks"); and,
 - 3.4 I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in all AHA Activities, or the acts, inactions, omissions, negligence, even gross negligence or recklessness, of the Released Parties and the intentional or willful criminal acts of others. I hereby expressly assume all such Risks and responsibility for any and all damages, liabilities, losses, or expenses of every kind and nature, known, unknown and unexpected, which I incur that result from, arise out or are connected with or relate in any way to my participation in the AHA Activities (herein the "Losses"); and,
 - 3.5 I am not on parole, probation, post-prison supervision or on conditional release from any court or correctional facility. I do not have any criminal convictions or restraining orders that will preclude me from traveling outside my state of residence or the United States¹ if the AHA Activity I intend to participate in would require doing so.
4. Waiver: On behalf of myself, my spouse, domestic partner, children, parents, guardians, heirs, next of kin, estate and all legal and personal representatives, executors, administrators, successors and assigns, I hereby forever release, discharge, waive, and covenant not to sue, AHA and all other Released Parties, with respect to any and all liability(ies), claim(s), demand(s), cause(s) of action, damage(s), loss(es) and/or expense, including court costs and reasonable attorney's fees of any kind or nature, including without limitation claims for all damages and other losses of my property and for my injury, illness or death, ("Liability") which may arise out of, may be connected with, result from, or relate in any way to my participation in all AHA Activities, including claims for Liability caused in whole or in part by the negligence, gross negligence and recklessness of the Released Parties.
5. Indemnification: On behalf of myself, my spouse, domestic partner, children, parents, guardians, heirs and next of kin, estate and any legal and personal representatives, executors, administrators, successors and assigns, I hereby forever agree to save, hold harmless, indemnify and defend (without limitation, including attorney fees and litigation expenses

¹ Please refer to the well written article to be found at: [COLLATERAL CONSEQUENCES RESOURCE CENTER](http://ccresourcecenter.org/), *Collateral Consequences of Criminal Conviction and Restoration of Rights: News, Commentary, and Tools* - <http://ccresourcecenter.org/>

at trial and on appeal) AHA and all the Released Parties, together with the all organizers, promoters, sponsors, advertisers, hosts, vendors, venue and property owners upon which any or all AHA Activities take place, all law enforcement agencies and other public entities providing support and assistance to AHA and the Participant, relating to all AHA Activities, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, volunteers, personal representatives and legal representatives, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss(es) and/or expense, including court costs and reasonable attorney's fees of any kind or nature (herein "Liability") which may arise out of, may be connected with or result from, or relate in any way to my participation in the AHA Activities, including claims for Liability caused in whole or in part by negligence, gross negligence and recklessness.

6. Disclaimer: AHA and all Released Persons disclaim any warranty or guarantee whatsoever with respect to the AHA Activities. Except as otherwise expressly provided for herein, AHA and the Released Parties shall not have any liability for, or in connection with, any damages, costs or expenses, including incidental and consequential damages, suffered or incurred by Participant and the Participant's heirs, successors and assigns, arising out of, related in any way to or connected with this Contract, the bid, the project or the work. Punitive damages shall not be allowed.

6.1 This disclaimer and limitation of liability shall apply whether such liability is based, in whole or in part on negligence, misrepresentation, breach of contract or any breach of warranty or guaranty, express or implied, or any other equitable or legal theory. This limitation of liability shall extend to AHA and the Released Parties, its principals, employees, agents, attorneys, and representatives and any and all suppliers or labor, materials and equipment.

6.2 The foregoing notwithstanding, in the event liability can be imposed on AHA or the Released Persons for any reason, under any legal theory, statute or other law, then the Participant agrees that the aggregate liability of AHA and the Released Persons is limited to and shall not exceed the collective amount of money (that has not been refunded by AHA) paid by, or on behalf of, the Participant to AHA during the one (1) year period of time preceding the incident, act or omission on the part of AHA or the Released Persons that gave rise to the complaint or the claim. Participant fully assumes the risk of all losses greater than the amount of money paid to AHA and the Released Persons during the aforementioned one (1) year period.

7. Necessary Documents - Affiliate Waivers: I have completely filled out or, immediately upon request, will fill out, any and all Permission Forms and/or Releases for any Activity that requires one and shall include therein all pre-existing health conditions or important medical information for myself and my child prior to participating in any AHA Activity. You may be required to sign additional waivers from our Affiliates. These Affiliate Waivers will need to be signed in order for you to participate.

8. Compliance with Laws, Rules and Policies: I agree to be familiar with, and to abide by all laws, rules and policies established for all AHA Activities in which I may participate. I also accept sole responsibility for my own conduct and actions while participating in the AHA Activities and the condition, safety and adequacy of any equipment that I might own and supply or use in conjunction with all AHA Activities.

9. Entire Agreement: This Participation Agreement (and the Other Contract Documents) represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Participation Agreement and the other Contract Documents.

10. Severability: If any provision of this Participation Agreement is held to be void or, for any reason, unenforceable, then that provision shall be deemed severable from this Participation Agreement and shall not affect the validity and enforceability of any remaining provisions; and further, even with such severable provisions removed, this Participation Agreement will be enforced to the fullest extent possible so as to effectively carry out the original intent of the Participation Agreement.

11. Choice of Law; Jurisdiction: The terms of this Participation Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to the conflict of laws or provisions of your actual state or country of residence. Any claims, legal proceedings or litigation arising in connection with this Participation Agreement, the Contract Documents or any other service, act or omission of AHA will be brought solely in the Circuit Court for Lane County, Oregon, and Participant consents to the jurisdiction of such court.

12. Entire Participation Agreement: This Participation Agreement sets forth the entire understanding of the parties. This Participation Agreement supersedes any and all prior negotiations, discussions, and understandings between the parties. Except as otherwise provided for elsewhere in the Contract Documents, this Participation Agreement may not

be modified or amended except by a written agreement executed by both parties.

13. Construction and Interpretation: The rule of contract construction and interpretation that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable in the interpretation of this Participation Agreement or the other Contract Documents
14. Binding Effect: This Participation Agreement is binding on and will inure to the benefit of the parties' respective spouses, domestic partners, children, parents, guardians, heirs and next of kin, estate and all legal and personal representatives, executors, administrators, successors and assigns.
15. Read and Understood: I hereby acknowledge, represent and warrant that I have read this Participation Agreement carefully and that I understand its terms and conditions and I have had sufficient time to consider and make inquiries. I am fully aware of and understand its contents and of its legal effects and acknowledge and agree that I will be giving up substantial legal rights by signing this Participation Agreement. I acknowledge that I have signed this Participation Agreement freely and voluntarily, without any duress, inducement, assurance or guarantee, and I intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Participation Agreement.

Signature of Participant: _____ **Date:** _____

AMERICAN HERO ADVENTURES, INC. (AHA)

3003 West 11th Ave. #250

Eugene, OR 97402-6643

(541) 246-8476

info@americanheroadventures.org

**Name, Photograph and Audio - Video Release, Right and Permission to Use
("Media Release")**

Activity Identifier: _____

Participant: _____

Participant's Full Legal Name (please print)

I hereby irrevocably grant AHA the right and permission to use my name, image(s), likeness, picture(s), portrait(s), photograph(s) and/or audio and video recording(s), and all reproductions thereof in any and all of its documents, publications, promotions, communications including the internet, in all written and published documents, derivative works, or for any other similar purpose and in any and all other forms media, whether now known or hereafter existing, that is used, disseminated, published or controlled or authorized AHA, in perpetuity, and for other use by AHA without limitation. I will make no monetary or other claim against AHA for the using my name, image(s), likeness, picture(s), portrait(s), photograph(s) and/or audio and video recording(s).

I understand and agree that my name and such image(s), likeness, picture(s), portrait(s), photograph(s) and/or audio and video recording(s) of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, internet, digital or broadcast information that might accompany the image(s), likeness, picture(s), portrait(s), photograph(s) and/or audio and video recording(s). I waive the right to approve the final product. I agree that all image(s), likeness, picture(s), portrait(s), photograph(s) and/or audio and video recording(s) of me, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall forever remain the sole and exclusive property of AHA.

I hereby release, acquit and forever discharge AHA and/or all the other Released Parties together with the all involved organizers, promoters, sponsors, advertisers, hosts, vendors, venue and property owners upon which Activities take place, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, volunteers, personal and legal representatives, and their respective successors in interest from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

Signature of Participant: _____ **Date:** _____

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Eugene, OR 97402-6643

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**Reservation Deposit, Participation Fee and Donated Equipment
("Participation Disclosure")**

Activity Identifier: _____

Participant: _____

Participant's Full Legal Name (please print)

This Participation Agreement is between:

AMERICAN HERO ADVENTURES, INC. (AHA)

and

Participant: _____

Participant's Full Legal Name (please print)

The amount required to participate in this AHA Activity is \$_____ per person. Of this, **\$500.00** is for your Reservation Deposit to secure your spot, and \$_____ is for your Participation Fee to cover expected travel related arrangements and other expenses.

This entire packet and the Reservation Deposit of **\$500.00** is due in full no later than **1900hrs Pacific Time** on _____. If your packet and full Reservation Deposit has not been received by the above deadline you will forfeit your opportunity to attend this AHA Activity and no refunds of whatever portion of the Reservation Deposit AHA has received will be issued. See the *Refund Policy, Return of Equipment and Accessories, Withdrawal and Cancellation "Refund Policy"*.

The Participation Fee of \$_____ is due in full no later than **1900hrs Pacific Time** on _____. If your full Participation Fee has not been received by the above deadline, you will forfeit your opportunity to attend this AHA Activity and no refunds of the Reservation Deposit or whatever portion of the Participation Fee that has been received will be issued. See the *Refund Policy, Return of Equipment and Accessories, Withdrawal and Cancellation "Refund Policy"*.

Participants will receive a digital invoice from PayPal to pay for their Reservation Deposit and Participation Fee.

As a requirement for the participation in any AHA Activity, AHA will make all travel arrangements for each Participant to include, but not limited to air transportation. In the past, we have tried to accommodate the requests of our Participants to use their own credit cards or air miles to purchase their airline tickets. Allowing this resulted in mistakes that could not be fixed, including incorrect bookings, flight delays and Participants missing flight connections, rally points and their AHA Activity entirely.

Part of the Participation Fee the Participant pays goes towards securing travel arrangements for the Participant. Airline prices change daily, and it is impossible to always get the best flights or lowest fare. The same is true with other commercial carriers. Although AHA makes every reasonable effort to acquire convenient transportation at the least possible cost, it is not always possible given the numerous variables that can be involved when trying to coordinate the departure and arrival of various Participants from different regions. The Participation Fee may be more than the actual cost of travel incurred by AHA.

Some Participants may choose to drive themselves or take alternate ground based commercial carriers (e.g. train or bus). Should a Participant choose to do so, the Participant does so at their own risk and expense. AHA cannot and will not pay

for costs incurred by Participants who desire to travel by means other than those arranged by AHA. If you should have any questions, please direct your inquires to AHA via the contact information provided at the top of this page.

We are fortunate enough to have many partners who generously donate equipment, supplies and accessories for our Participants to use on our Activities. Unless otherwise stated in writing authored by AHA, that equipment will need to be returned to AHA within fourteen (14) calendar days of the conclusion of the Activity.

It is important that you carefully read the attached documents:

-Refunds, Withdrawals, Cancellations and Return of Equipment and Accessories

-Domestic and International Travel, Code of Conduct and Recommendations

Read and Understood: I hereby acknowledge, represent and warrant that I have read this *Participation Fee, Travel Reservation and Donated Equipment ("Participation Disclosure")* carefully and that I understand its terms and conditions and I have had sufficient time to consider and make inquiries. I am fully aware of and understand its contents and of its legal effects. I acknowledge that I have signed this disclosure freely and voluntarily, without any duress, inducement, assurance or guarantee, and I intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this disclosure.

Signature of Participant: _____ **Date:** _____

AMERICAN HERO ADVENTURES, INC. (AHA)

3003 West 11th Ave. #250

Eugene, OR 97402-6643

(541) 246-8476

info@americanheroadventures.org

Refunds, Withdrawals, Cancellations, and Return of Equipment and Accessories ("Refund Policy")

Activity Identifier: _____

Participant: _____

Participant's Full Legal Name (please print)

1. Explanation: This document is an explanation of the Participant's financial obligations to AHA and our refunds, withdrawals, cancellation, deposit and refund policy. Each Participant must complete this document. Parent(s) or Court Appointed Legal Guardian(s) must complete this document for each Minor Participant. Please refer to the Terms and Conditions document.
2. Reservation Deposit & Participation Fee: To organize an AHA Activity, AHA staff and Affiliates go to considerable effort to coordinate and make detailed plans with various business and government entities including airlines, ground and water transportation carriers, travel agents, organizers, promoters, sponsors, advertisers, hosts, vendors, venue and property owners upon which Activities take place (herein "Affiliates"), and other public entities providing support and assistance to AHA and its Affiliates. These Affiliates – especially airlines, carriers, lodging, venue and property owners and guide services – require deposits to book or reserve their products and services. As stated in the *Participation Fee, Travel Reservation and Donated Equipment ("Participation Disclosure")*, the amount required to Participate in this AHA Activity is \$_____ per person. Of this, **\$500.00** is for your Reservation Deposit to secure your spot, and \$_____ is for your Participation Fee to cover expected travel related arrangements and other expenses. This entire packet and the Reservation Deposit of **\$500.00** is due in full no later than **1900hrs Pacific Time** on _____. If your packet and full Reservation Deposit has not been received by the above deadline you will forfeit your opportunity to attend this AHA Activity and no refunds of whatever portion of the Reservation Deposit AHA has received will be issued. The Participation Fee of \$_____ is due in full no later than **1900hrs Pacific Time** on _____. If your full Participation Fee has not been received by the above deadline, you will forfeit your opportunity to attend this AHA Activity and no refunds of the Reservation Deposit or whatever portion of the Participation Fee that has been received will be issued. No interest is paid on any deposits made by or on behalf of a Participant.
3. Refunds, Withdrawals and Cancellations:
 - 3.1 Affiliate Refund Policies: Some of our Affiliates have "no refund" or "partial refund" policies on fees received from and through AHA. These policies may impact AHA's ability to give full refunds back to its Participants. All refunds will be made to the person or source who provided the funds to AHA. Fees paid by credit or debit card will be credited back to that card account only, minus any assessed processing fees.
 - 3.2 Withdrawal Notice: If a Participant decides to withdraw from an AHA Activity in whole or in part for any reason, a Withdrawal Notice must be sent to AHA by e-mail to info@americanheroadventures.org, and followed by first class mail to the address listed at the top of this page within the deadlines set forth herein below. A Withdrawal Notice sent by e-mail must have the word "WITHDRAWAL" in the subject line of the e-mail. Withdrawal Notices are effective twelve (12) hours after actual receipt by AHA, if a business day. If the notice is sent on a weekend or holiday, then a Withdrawal Notice is effective at 10:00 a.m. Pacific Time on the first business day following the weekend (including long holiday weekends) or the holiday. *Withdrawal Notices sent to AHA by any other method will not be considered valid.*
 - 3.3 Cancellation: In its sole and absolute discretion, AHA reserves the right to cancel any AHA Activity at any time with or without good cause. Good cause would include, but is not necessarily limited to, any occurrence or circumstances beyond the control of AHA such as an act of God, natural or man-made disaster, pandemic or epidemic, military conflict, terrorism, unanticipated loss of Affiliate property or resources, unexpected illness or injury of AHA staff, or labor dispute. Good cause does not include the illness, injury, incapacity, or other personal circumstance of the Participant.

- 3.4 Cancellation Notice: Cancellation notices may be given to a Participant by any of the following means: telephone, text or e-mail, followed by written notice sent to the Participant’s mailing address. A cancellation notice is effective for all purposes when first given to the Participant by AHA, whether or not actually received by the Participant.
- 3.5 Refund Policy in the Event of Cancellation Without Cause: If an AHA Activity is cancelled without cause, then the Participation Fee will be refunded, minus any amounts not refunded to, or unrecoverable by AHA or its Affiliates, within thirty (30) calendar days after the Scheduled Return Date of the cancelled AHA Activity.
- 3.6 Refund Policy in the Event of Cancellation for Good Cause: If good cause exists for the cancellation of an AHA Activity, then the refund provisions of Sections 3.7 and 3.8 shall apply.
- 3.7 Replacement AHA Activity Due to Cancellation: Should an AHA Activity be cancelled with or without good cause, AHA will do their best to provide the Participant with an opportunity to attend a Replacement AHA Activity similar to the cancelled AHA Activity by the end of the following calendar year. If the Participant accepts the Replacement AHA Activity, the Participant’s Reservation Deposit will be applied to the Replacement AHA Activity. If the Participant does not accept the Replacement AHA Activity, the Participant’s Reservation Deposit will not be refunded.
- 3.8 Cancellation Timeline: For AHA Activities, domestic or international, the following refund policy applies. Any and all refunds of the Participation Fee are expressly subject to, and conditioned upon, AHA’s ability to obtain a refund from involved Affiliates, including airlines.
- A. Two Hundred Seventy (270) Days Withdrawal or Cancellation: If the Participant withdraws from the AHA Activity, or there is good cause to cancel an AHA Activity at least two hundred seventy (270) calendar days prior to the Scheduled Departure Date, the whole Participation Deposit and the Participation Fee, minus any non-refundable funds already expended on behalf of the Participant, will be refunded within thirty (30) calendar days after the Scheduled Return Date for the AHA Activity from which the Participant has withdrawn or been cancelled by AHA. The refund of the Participation Fee shall be reduced by any amounts not refunded to, or unrecoverable by AHA or its Affiliates.
- B. Less than Two Hundred Seventy (270) Days Withdrawal or Cancellation: If a Participant withdraws from the AHA Activity, or there is good cause to cancel an AHA Activity, two hundred seventy (270) calendar days or less prior to the Scheduled Departure Date, there will be no refunds of any deposits or fees paid to AHA by the Participant.
- 3.9 Reservation Deposit Refund: If a Participant attends the entire scheduled AHA Activity, and there are no significant violations of the AHA Domestic and International Travel Policy, the Reservation Deposit will be refunded within thirty (30) calendar days after the Scheduled Return Date, or actual date of return, whichever is later.
4. AHA Provided Equipment: We are fortunate enough to have many vendors who generously donate equipment and accessories for our Participants to use on our Activities. Sometimes we are able to gift this equipment and accessories to our Participants at the end of a completed Activity. However, unless otherwise stated in a signed writing originated by AHA, all equipment, clothing, supplies and accessories (herein “Equipment and Accessories”) provided to the Participant for use on an AHA Activity shall be returned to AHA clean, undamaged and in good condition and repair (reasonable use wear and tear excluded) upon the occurrence of any of the following: The participant’s withdrawal from an AHA Activity for any reason, the cancellation of an AHA Activity for any reason, or within fourteen (14) calendar days upon the return from an AHA Activity. AHA reserves the right to withhold payment of refunds until all Equipment and Accessories furnished to a Participant have been returned clean, undamaged and in good condition and repair to AHA. This remedy of withholding of refunds is in addition to any other legal remedy available to AHA for the failure of a Participant to timely return Equipment and Accessories, clean, undamaged and in good condition and repair.

Read and Understood: I hereby acknowledge, represent and warrant that I have read this *Refunds, Withdrawals, Cancellations and Return of Equipment and Accessories (“Refund Policy”)* carefully and that I understand its terms and conditions and I have had sufficient time to consider and make inquiries. I am fully aware of and understand its contents and of its legal effects. I acknowledge that I have signed this Refund Policy freely and voluntarily, without any duress, inducement, assurance or guarantee, and I intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Refund Policy.

Signature of Participant: _____ **Date:** _____

AMERICAN HERO ADVENTURES, INC. (AHA)

3003 West 11th Ave. #250

Eugene, OR 97402-6643

(541) 246-8476

info@americanheroadventures.org

**Domestic and International Travel, Code of Conduct and Recommendations
("Travel Policy")**

Activity Identifier: _____

Participant: _____

Participant's Full Legal Name (please print)

***** ADVISORY *****

This is one of the most important documents for you to read, initial and sign. Please read it carefully and initial at the end of each paragraph where indicated and then sign your name at the end where indicated.

1. Purpose and Explanation: This Domestic and International Travel, Code of Conduct, and Recommendations ("Policy") is established for your safety and convenience as well as the safety and convenience of the group and others involved. Because AHA and its Participants travel to and through other states and countries, and deal with a variety of laws and government representatives, which can seem daunting, it is imperative that this policy be strictly followed at all times. Timely compliance of this policy will greatly reduce the chances of there being a mishap occurring that could cause a delay or cancellation while on the AHA Activity or result in security issues or legal entanglements both domestically and abroad. This Policy is put in place so that all Participants fully understand what is expected of them while traveling and to ensure that each Participant can enjoy their AHA Activity without undue difficulties. If you should have any questions about the policy below, please direct your inquiries to AHA via the contact information provided at the top of this page.
2. Traveling as a Group: Unless otherwise specifically authorized by the Group Leader or AHA Staff, at all times, while traveling to and from an AHA Activity, all Participants must stay together as a single group. This requirement applies to, but is not limited to, all time spent in transit traveling via airline, water and ground transportation, on foot, and while staying at lodging accommodations. This requirement reduces the risk that Participants will be separated or left behind, and avoids wasting time and delays involved in finding lost Participants; and makes it easier for the Group Leader and AHA staff to communicate and deal with unanticipated problems. It is also safer for everyone.
3. Airport Arrival: Once you enter an airport, you will not be permitted to leave or go outside unless otherwise specifically authorized by the Group Leader or AHA Staff. Once you enter the secure area of any airport (e.g. gate or concourse) and are past a security checkpoint, you will not be permitted to leave the secured area, unless otherwise specifically authorized by the Group Leader or AHA Staff and airport security or law enforcement (if necessary).
4. Transportation Security Administration (TSA) and International Airport Security: By entering any airport, foreign or domestic, you are consenting to and subject to their rules, regulations, laws, customs and practices. This means submitting to potentially invasive searches of persons or property. If you have a problem with something that occurs during any process of the security screening, you must advise your AHA representative (if available). You are ill advised to ever argue with, antagonize or rudely engage the TSA/Security personnel in any manner that may be perceived as threatening, aggressive, insulting, sarcastic, or otherwise unfavorable. It is the Participant's duty and responsibility to adhere to all laws and instructions given to you by law enforcement, customs and airport security personnel and airline staff, at all times, especially during pre-boarding security screening and the boarding process. If you are selected for a search, whether it is of your belongings or your person, you must timely comply in a pleasant and courteous manner. If a Participant should engage in any offensive, disorderly, disruptive or unlawful behavior that results in the Participant being detained or unduly delayed by airport security or law enforcement personnel, the Participant runs the substantial

risk of AHA, its leaders, staff and other Participants not being able to wait for such problem to be resolved or for the Participant to be released. Unfortunately, the offending Participant may find himself/herself being left behind, in the sole and absolute discretion of AHA, regardless of your location, and without recourse against AHA and a forfeiture of any refund.

5. Passports and Identification: Regardless if your AHA Activity is domestic or international, you must have proper and valid state or government issued identification that complies with the Federal Real I.D. ACT, 2005, Pub. L. 109-13, 119 Stat. 302 (2005), 6 CFR Part 37. Furthermore, if your AHA Activity is international, you must not only have state or government issued identification, but you must also have a current passport. Your passport needs to be valid for a period of time not less than six (6) months after your Scheduled Return Date. The sooner you apply for your passport, the less expensive it is and the more time you have to correct mistakes, etc. This applies to minor children traveling with you as well. Also, identification and passports can get lost or stolen. Make colored copies of your identification documents and have them notarized conspicuously as "COPIES" and put the copies in all your luggage and carry on items. If your originals become lost, it will make it easier to get replacements outside of the United States. If your passport shows that you have traveled to the nation of Israel, some nations AHA travels through may not allow you to enter or remain in the nation. If your passport shows an endorsement or visa for Israel, please let AHA know immediately. You may have to get another or duplicate passport prior to your departure from the United States.
6. Airline Ticket & Boarding Passes: Participants are required to obtain a physical (not digital) boarding pass from the ticket counter upon checking in at the airport. While it is a good idea to have a digital version in addition to the physical ticket, such as an airline app on your phone, those methods can be problematic. It is also a good idea, if applicable, to bring with you a hard copy of the e-mail you received from AHA with your flight information.
7. Luggage: You are responsible for adhering to all airline policies regarding luggage, including weight, quantity, type, etc. AHA cannot and will not be responsible for any costs associated with excess number of bags or overweight baggage fees or fines, unless otherwise provided for in advance of departure in a writing authored and signed by AHA. Remember, your firearm case will be counted as one piece of luggage. Most airlines limit you to two checked bags and one carry-on bag of limited size along with a personal bag such as a purse, briefcase, etc. Firearms, parts or pieces of firearms, magazines and ammunition are prohibited on all carry-on luggage on all airlines.
8. International Travel Safety: Although AHA Activity destinations are carefully selected, traveling internationally can pose some risks. It is recommended that all Participants watch the news to keep abreast of significant events that reflect on the safety of traveling abroad. Listed below this paragraph is a link that will direct you to The U.S. Department of State - Bureau of Consular Affairs website, which provides travel advisory information. It is recommended that all Participants frequently check with this website before traveling to a foreign country.

<https://travel.state.gov/content/passports/en/alertswarnings.html>

9. International Travel Updates: The U.S. Department of State - Bureau of Consular Affairs provides a service that will inform you of travel advisories for your international destination. The Safe Traveler Enrollment Program (STEP) is free of charge. It is highly recommended that each Participant enroll in this program so that you may be kept informed of things going on in your destination. Use the link listed below to enroll in STEP.

<https://step.state.gov>

10. Travel, Medical and Evacuation Insurance: It is strongly recommended that each Participant acquire insurance for your AHA Activity that may cover your financial losses should the AHA Activity be cancelled, you withdraw, are injured during the AHA Activity, or need to be medically evacuated. Some countries may require Participants to have various travel, medical or evacuation insurance policies in place before entering the country. Regrettably, AHA cannot purchase or provide any such insurance for any Participants. It is incumbent upon each Participant to obtain the proper coverage for their AHA Activity.
11. Health Insurance and Medical Evacuation Coverage: AHA provides no insurance coverage of any kind for Participants. AHA strongly recommends you take steps to provide yourself with health insurance, dental insurance and medical evacuation insurance that is valid while traveling away from home, especially while in foreign countries. AHA cannot and will not be responsible for your health care or medical emergencies while with AHA and while participating in an AHA Activity. You can search online for "*overseas medical evacuation and health insurance*" and find contacts for private medical evacuation and health insurance providers. The following links provide information about health problems while traveling outside of the United States:

<https://travel.state.gov/content/passports/en/go/health.html>

<https://travel.state.gov/content/passports/en/go/health/insurance-providers.html>

12. Health Problems: If you have any health problems or other conditions that may in any way affect your ability to travel or participate in an AHA Activity, you are required to let us know about such conditions at least ninety (90) days prior to the Departure Date so that an informed determination can be made as to whether an intended AHA Activity is safe and suitable for you to Participate in. A current medical release from your physician who has been fully informed of the relevant particulars of the intended AHA Activity will be required. If you suffer and adverse change in your health prior the Departure Date, you need to notify AHA, immediately.
13. Pre, During, and Post Trip Medical Testing: Depending on the destination of the AHA Activity and the current U.S. Center for Disease Control (CDC) guidelines, it may be necessary for Participants to have certain medical tests conducted prior to, during, and after their trip. This also pertains to COVID-19 (SARS-CoV-2). These tests are the financial responsibility of each Participant. AHA will not be responsible for the cost of any tests.
 - 13.1 COVID-19 (SARS-CoV-2): As of January 12, 2021, the CDC requires all air passengers, vaccinated or not, arriving to the US from a foreign country to get tested no more than three days before their flight departs, and to present the negative result or documentation of having recovered from COVID-19 to the airline before boarding the flight. Air passengers will also be required to confirm that the information they present is true in the form of an attestation.
14. Medications, Drugs and Intoxicants: All over the counter, prescription and homeopathic medications are required to be in their original packaging. If you have prescription medications, the prescriptions cannot be expired and must have your name along with the prescribing physicians name, pharmacy and prescription number clearly displayed on the original label and in the original container. Do not mix prescriptions in bottles or other containers or use the wrong or expired bottle. Whether you have a prescription or not, Marijuana or Marijuana derivative products (e.g. oils and concentrates) are not allowed under any circumstances. No illegal drugs or variants of such, or any other intoxicant will be allowed in your possession or travel luggage at any time while participating in an AHA Activity. This section does not prevent possession or consumption of alcoholic beverages, in moderation, while in bars, taverns or restaurants and while at lodging accommodations, at the Participants own expense and risk. Intoxication and disorderly conduct at any time may result in the immediate termination of the Participant's AHA Activity, in the sole and absolute discretion of AHA, regardless of your location and without recourse against AHA and with a forfeiture of any refund. Any and all legal repercussions resulting from your possession, possession by consumption, or use of unlawful medications or drugs or other intoxicants, including alcohol will be your sole responsibility and will not be addressed, handled, resolved or covered by AHA, in whole or in part.
15. Vaccinations: Regardless of the destination of your AHA Activity, you should be current on all your travel related health care. You should contact your medical care providers well in advance of your Scheduled Departure Date, and advise them where you will be traveling, and get all recommended inoculations, boosters (i.e. tetanus) and other medications necessary for healthy travel that your medical care providers recommend (e.g. motion sickness medication). This also pertains to the COVID-19 (SARS-CoV-2) virus. Vaccine requirements may change between the time the Participant signs this packet and when the Participant returns from their AHA Activity. It is the responsibility of the Participant to ensure they meet all vaccine requirements for the destination of their AHA Activity and any locations being traveled through. Failure to comply with vaccine requirements does not constitute grounds for a refund. These vaccines are the financial responsibility of each Participant. AHA will not be responsible for the cost of any vaccines.
16. Travel Screening and Applications: Some countries may require Participants to fill out or submit information about themselves prior to arriving in that country. It is incumbent upon each Participant to ensure these applications are submitted accurately and as instructed.
16. Timeliness and Deadlines: All Participants are responsible for timely being where they are supposed to be, when they are supposed to be there and to punctually keep on time with all schedules and deadlines provided to you by AHA, airlines, water and ground transportation carriers and providers, etc. Even if it is no fault of your own (e.g. unless there is a *bona fide* emergency), we cannot and will not wait for you. It is strongly suggested that you have an accurate watch corrected to the time zones while traveling with an alarm and timer on it and that you are familiar with how to effectively use it.
17. Footwear/Boots: Many foreign countries have very strict policies on footwear that is being brought into their country. All footwear must be clean and kept as clean and sanitary as conditions will allow. This has to do with concerns about

invasive species, even at the microscopic level. If you think your footwear is clean, clean it again. It may be necessary to treat your footwear with suitable insecticides, fungicides and anti-bacterial washes to avoid invasive species contamination.

18. Violations of Foreign and Domestic Laws: It is the Participant's responsibility to remain law abiding at all times. AHA cannot and will not be responsible for any fines or penalties, legal fees or other costs incurred by a Participant for any reason.
19. Importing/Exporting Items: It is the responsibility of each Participant to adhere to and follow all regulations and laws regarding the importation and exportation of all items to and from the other countries. For example: the bringing back of souvenirs, trophies, pelts and meat are the sole personal and financial responsibility of the Participant. A variety of customs and food laws apply to the import of such items. Upon request, AHA can and will provide you with a list of vendors that can help with such services, but the Participant uses such vendors at the Participant's sole expense and risk.
20. Cell Phone Coverage: AHA strongly suggests and encourages all its Participants traveling in foreign countries, U.S. territories or remote locations within the continental United States to contact their cell phone service provider to ensure they will have coverage during the Activity and to identify additional costs or fees for such usage. It is entirely conceivable that you may be in areas where no outside communication is available.
21. Financial Institutions and Credit Card Companies: AHA strongly recommends that you contact all your financial institutions, including credit card companies, to inform them of your intent to travel to the location of the Activity, the dates of travel, and ensure you have access to personal funds at all times while away from home. In the past, Participants who have failed to do this have found their credit and debit cards being unexpectedly canceled or frozen by the card issuer because of unexpected expenditures being made outside their normal patterns or in foreign nations.
22. Traveling with Minors: Minors may not travel unaccompanied by a Parent or Legal Guardian that is not at least 21 years of age. AHA reserves the right to reject any proposed Legal Guardian for a Minor Participant who is not ordered and approved by a state court. AHA also reserves the right to limit the participation of minors for any reason.
23. Traveling with Service Animals: As a general rule, pets are not allowed on any AHA Activity and exceptions to this rule are extremely limited. Pets might not survive the rigors of travel, the Activity or venue. The ability of AHA and its Affiliates to accommodate the attendance of a Participant's service animal will depend on a variety of often unique conditions. If you need to have a service animal on an AHA Activity, you will need to get pre-approval by AHA not less than sixty (60) days in advance of the Scheduled Departure Date with a Second Confirmation approval from AHA not less than thirty (30) days prior to the Scheduled Departure Date. You will be required to provide certification from one or more medical doctors that the service animal is a *bona fide* service animal and that the AHA Activity is something you cannot participate in without the service animal in attendance. You may also be required to provide documentation from a Veterinarian certifying your service animal is in good health and up to date on their shots.
 - 23.1 Airline Travel: To travel with a service animal on airlines, you must provide supporting documentation dated within one (1) year of your scheduled flight. It must be from a licensed mental health professional or a medical doctor and state:
 - A. That you have a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders; and
 - B. That you need the emotional support or psychiatric service animal as an accommodation for air travel and/or for activity at your destination,
 - C. That the individual providing the assessment is a licensed mental health professional or medical doctor, and you are under his or her professional care; and,
 - D. The date and type of the mental health professional or medical doctor's license and the state or other jurisdiction where it was issued
 - E. If AHA is unable to validate your documentation or if you do not timely notify us, the service animal may not be able to accompany you on an AHA Activity and, in some cases, the service animal may need to be checked in and travel in a kennel with luggage.

- 23.2 Veterinary Certification: Not less than sixty (60) days in advance of the Scheduled Departure Date, you will be required to furnish AHA with veterinary certifications, dated within one year and valid for sixty (60) days beyond the Scheduled Return Date that the service animal has had all shots and vaccinations necessary for domestic and/or international travel and also provide all documentation necessary for travel and participation in the Activity. AHA may require additional veterinary approval.
- 23.3 Loss of Animal: Most foreign nations quarantine all pets for anywhere from thirty (30) to ninety (90) days or longer. As a practical matter this may altogether preclude your ability to travel internationally with your service animal.
- 23.4 All matters relating in any way to any Participant’s service animal, the Participant is solely responsible for all transportation, veterinary care, cost, damages, and liabilities associated with the service animal. AHA cannot and will not assume any responsibility for the care, custody, control, welfare, damages and liability associated with any service animal or the Participant’s needs associated with a service animal.

Please see these links for additional information:

- http://www.anythingpawsable.com/how-to-travel-with-a-service-dog-a-complete-step-by-step-guide/#.WMGUe2_yvcs
<https://www.aa.com/i18n/travel-info/special-assistance/service-animals.jsp>

24. Operation of Vehicles, Watercraft and Equipment – Insurance: The operation of motor vehicles, watercraft, motorized equipment and aircraft by Participants is strictly forbidden and may even be unlawful. If you should choose to operate a vehicle (e.g. rent a car, watercraft, aircraft or other equipment), you do so at your own peril and risk; and may result in the immediate termination of your AHA Activity in the sole and absolute discretion of AHA, and without recourse against AHA and with a forfeiture or any refund. If, despite this prohibition, you have any intention of operating such vehicles and equipment, it is incumbent upon you to make sure you do so lawfully and with appropriate insurance coverage. AHA cannot and will not be responsible for any losses, damages or claims resulting from, arising out of, connected with or relating in any way to such violation of this prohibition.
25. Weather: It is your sole responsibility to track the weather for the AHA Activity in which you are participating, locations you are traveling through and the activity destination. Pack suitable clothing to ensure that you are the most comfortable on your trip.
26. Weapons: Firearms, ammunition, archery equipment and other weapons are not permitted on an AHA Activity unless your particular AHA Activity specifically requires them; even if you possess a valid permit from a government entity that allows you to do so, such as, but not limited to, a concealed handgun license (CHL) or if you are a current or retired law enforcement officer. If your AHA Activity should require such items, you will receive the *Firearms, Ammunition, Archery Equipment and Weapons* (“*Weapons Policy*”).
27. Activity Dates: The dates listed for your AHA Activity may fluctuate given a variety of unpredictable circumstances. While the dates provided are what we hope for, changes may occur beyond our control. Participants need to be flexible if dates should change. A change in Activity Dates does not constitute for a refund should a Participant choose not to attend.
27. Violations of Policy: Violations of this Policy may be the grounds for immediate modification, termination or cancellation of some or all your AHA Activities (and those of Minor Participants and other adult Participants traveling with you). Any decision to modify or terminate your AHA Activity (and those of Minor Participants and other adult Participants traveling with you) shall rest in the sole and absolute discretion of AHA and may also result in a forfeiture of all fees.
28. Read and Understood: I hereby acknowledge, represent and warrant that I have read this *Domestic and International Travel, Code of Conduct, and Recommendations* carefully and that I understand its terms and conditions and I have had sufficient time to consider and make inquiries. I am fully aware of and understand its contents and of its legal effects. I acknowledge that I have signed this Policy freely and voluntarily, without any duress, inducement, assurance or guarantee, and I intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Policy.

Signature of Participant: _____ **Date:** _____

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AHA Terms, Definitions and Disclosures ("Terms")

The following definitions and descriptions apply to all AHA Activity Contract Documents:

1. **Activities:** The terms "Activity" or "Activities" as used herein and in the other Contact Documents is to be given its broadest interpretation and includes, but is not limited to, all means of travel (e.g. personal transportation of the Participant, third party transportation, walking, rail, air, ground, water, beast of burden), lodging, meals, beverages, entertainment, events, pursuits, group and individual seminars, classes and gatherings, all shooting and hunting, white water rafting, boating, skiing, off-road motor vehicle, hiking, scuba diving, backpacking, rock climbing, all athletic and recreational sports Activities, and all other Activities or events or social gatherings in which a Participant is present at or participates in with AHA and the Released Parties and Affiliates.
2. The terms "Affiliate" and "Affiliates" includes all organizers, promoters, sponsors, advertisers, hosts, commercial and private transportation providers, donors, volunteers, venue and property owners upon which all Activities take place, and all other public entities providing support and assistance to AHA and its Participants and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, volunteers, personal and legal representatives.
3. The term "Activity Destination" means the primary or principal location at which the Activity will take place.
4. The terms "cancellation" or "cancelled" means a decision by AHA (i.e. not by the Participant) to terminate an intended, planned or scheduled AHA Activity. (See definition of "withdrawal" and "withdraw" below).
5. The term "withdrawal" or "withdraw" means any decision or act of the Participant or the Participant's agent or personal or legal representative(s) intended or likely to terminate a planned or scheduled AHA Activity, for any reason.
6. The term "Contract Documents" means any and all documents authored and originated by AHA resulting from, arising out of, related to or connected in any way with AHA Activities and the Participant's involvement with AHA and its Affiliates. This specifically includes, the following AHA documents:
 - Information and Instructions
 - Participant Information
 - Participation Agreement, Waiver and Release of Liability, Assumption of Risk, Indemnity Agreement and Limitation of Liability
 - Name, Photograph and Audio - Video Release, Right and Permission to Use
 - Reservation Deposit, Participation Fee and Donated Equipment
 - Refunds, Withdrawals, Cancellations and Return of Equipment and Accessories
 - Domestic and International Travel, Code of Conduct and Recommendations
 - AHA Terms, Definitions and Disclosure
 - All written correspondence originating from AHA
7. **Participant:** The term "Participant" includes, but is not necessarily limited to any and all persons, regardless of age, infirmity or ability who takes part in or participates in whole or in part, in an AHA Activities, and who is not an AHA director, officer, member, staff, employee, agent, personal or legal representative of the forgoing, and any other person who attends or participates in an Activity, or who volunteers for or performs work or provides services for AHA or the Participant, and their respective heirs, assigns, successors in interest and personal and legal representatives.
8. The term "Participant Fee" means the sum of all funds paid to AHA for the intended Activity and includes amounts allocable as travel costs.
9. The term "Released Parties" includes all the following; AHA and its directors, officers, members, staff, employees,

agents, personal or legal representatives, and any other person who participates in the Activities of AHA, or who volunteers for or performs work for AHA, and their respective heirs, assigns, successors in interest and personal and legal representatives.

- 10. The term "Scheduled Departure Date" means the date the Participant begins traveling to the AHA Activity destination in accordance with the schedule and itinerary provided by AHA and may be modified in the sole discretion of AHA with or without cause.
- 11. The term "Scheduled Return Date" means the date the Participants involvement in their AHA Activity ends. The Scheduled Return Date may be modified in the sole discretion of AHA with or without cause.
- 12. The term "holiday" refers to any of the ten Federally recognized holidays.

Read and Understood: I hereby acknowledge, represent and warrant that I have read this AHA Terms and Definitions - Disclosure document carefully and that I understand the AHA Terms and Definitions - Disclosure and I have had sufficient time to consider and make inquiries. I am fully aware of and understand its contents and of its legal effects. I acknowledge that I have signed this document freely and voluntarily, without any duress, inducement, assurance or guarantee, and I intend for my signature to serve as confirmation of my complete and unconditional acceptance of the provisions of this AHA Terms and Definitions - Disclosure.

Signature of Participant: _____ **Date:** _____