



Understanding and Accepting the Risks of Working with SAEP for volunteers from USA

Introduction: The South African Education and Environment Project (SAEP) carries out its work in the townships of Cape Town, South Africa. Staff and volunteers of SAEP are involved in the ordinary life in these neighborhoods, and much of the work of the organization is “in the field” rather than in a central office. SAEP as an organization seeks to be diligent in ensuring that persons who work with SAEP have a good understanding of the risks of working in the neighborhoods of a large city such as Cape Town and the townships in particular, and of the steps they can take to reduce the chance of adverse events happening to them.

It is important that everyone understand that SAEP does not provide health insurance or otherwise provide financial assistance in case of medical emergency or other requirements, nor can it accept responsibility if participants are injured or otherwise undergo losses in connection with their participation. Therefore, participants in SAEP programs must, of necessity, accept personal responsibility for these risks, insure themselves to the extent possible, and assume any financial risks involved, and not look to SAEP for restitution or help with any financial obligations or other costs incurred. **A minimum of \$50,000 medical insurance together with medical evacuation is required**, though we recommend participants consider up to \$250,000 worth of coverage, depending on how long they are staying. Companies known to supply this cover include: www.medjetassist.com, www.globalrescue.com, Europassist and International Medical Group on www.Georgetownfinancial.com.

To date, there have been no serious injuries to its staff and volunteers. Nevertheless these risks do exist. Over the years a number of SAEP staff and volunteers have experienced incidents of crime (both while in the townships as well as in other parts of Cape Town and South Africa). It is therefore important that anyone wishing to work on SAEP programs have a good understanding of these risks and what they can do to reduce these risks through their own behavior.

In order that all parties can be assured that participants in SAEP programs understand these risks and conditions and accept this responsibility, SAEP asks that each participant read carefully and sign the following Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement as a condition of working with SAEP.

SAEP asks that potential participants read the material provided by the U.S. Department of State for people travelling to South Africa before reading and signing this agreement. This material can be found on the internet at:

http://travel.state.gov/travel/travel_1744.html) and (http://travel.state.gov/travel/cis_pa_tw/cis/cis_1008.html).

or on comparable pages, if the Department of State changes the addresses above

[if in doubt as to what pages are comparable, please ask a SAEP representative.]

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”)

To participate in SAEP programs fromI,
(date) (name)

OR in the case of a person under the age of 21 these agreements are made on my behalf by my parents or guardians:

1. ACKNOWLEDGE, agree and represent that

(a) I have been fully informed about the security and health situation in South Africa and about the risks and dangers associated with participation in the Program, including in connection with travel to and from and within South Africa. In addition, I have read the South Africa country-specific information on the U.S. Department of State’s website (http://travel.state.gov/travel/travel_1744.html) and (http://travel.state.gov/travel/cis_pa_tw/cis/cis_1008.html) or their comparable pages related to safety and security, traffic safety, special circumstances, criminal penalties, medical facilities and health information, and crime. I also acknowledge that there may be other risks and dangers of physical, social, and economic losses involved in my participation in the Program known, unknown, or not readily foreseeable at this time.

(b) I represent that I am in good health and that there is no medical or psychological obstacle to my participation in the Program and that I understand and acknowledge that I will not be eligible for medical care under South Africa’s public health care system and that SAEP will not pay for medical care nor does it have health insurance covering non-South African employees or participants. I also confirm that I have secured health insurance that will provide coverage adequate for travel to and within South Africa (including medical evacuation if necessary) and have paid the full premium in advance for such coverage for the entire length of my participation in the Program or commit to otherwise keep the coverage active and current during the entire length of my participation and for a reasonable period thereafter so as cover any health problems that may occur during my work with SAEP, including any associated travel. **I attach proof of medical insurance including medical evacuation.**

(c) I also acknowledge that while in South Africa, or in any other foreign country, including while engaged in activities related to the Program and while engaged in personal activities and in travel to and from South Africa, I am subject to the criminal and civil laws of such country, and that neither SAEP, any of the releasees named below, nor the United States Government can or will intervene on my behalf in the event I am charged with violation of such laws.

(d) I understand that if I violate the standards of conduct expected by SAEP of participants in its Programs, I may be dismissed from the Program at the discretion of the SAEP director and required to return home, at my own expense.

2. I ACKNOWLEDGE that the risks and dangers discussed in Section 1 above may be caused, without limitation, by my own actions, by actions of others participating in the Program, by the conditions and environments in which my participation in the Program

takes place, or by the actions, INCLUDING NEGLIGENT ACTIONS, of the “releasees” named below; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Program.

3. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless SAEP, its administrators, directors, members of its board, management committee and advisory committees, program leaders, program participants, volunteers, agents, and employees, any sponsors, contributors, associated organizations, advertisers, and, if applicable, owners and releasers of premises on which the Program takes place (each considered one of the “releasees” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or part by the negligence of the “releasees” or otherwise.

4. This agreement shall be interpreted in accordance with the laws of the Republic of South Africa, without regard to the choice of law doctrines of such jurisdiction. In the event of a dispute, I irrevocably agree to arbitration. This Agreement remains in effect without limitation as to time and cannot be altered except by a written document expressly amending it and signed by both SAEP and myself.

5. “Program” or “SAEP program” are defined for the purposes of this document as including any activity conducted by the staff or volunteers of the South African Education and Environment Project (SA) or the South African Education and Environment Project (USA) in South Africa.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant’s Signature: _____

Printed Name: _____ Date:

SAEP Signature: _____ Date: _____

WHEN APPLICABLE (only if Participant is under 21 years old):

I, _____ THE PARTICIPANT’S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE PROGRAM AND THE RISKS AND DANGERS THAT MAY ARISE IN CONNECTION WITH THE PARTICIPANT’S PARTICIPATION IN THE PROGRAM AND THE PARTICIPANT’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE PARTICIPANT TO BE QUALIFIED TO PARTICIPATE IN SUCH PROGRAM. I HAVE EXPLAINED THE TERMS OF THIS AGREEMENT TO THE PARTICIPANT AND REPRESENT THAT

HE/SHE FULLY UNDERSTANDS THEM. I FURTHER REPRESENT THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THE AGREEMENT SET FORTH ABOVE, AND ACCEPT AND AGREE TO THEM ON BEHALF OF MYSELF, THE PARTICIPANT AND ANY AND ALL OTHER PERSONS WHATSOEVER..

Printed Name of Parent/Guardian: _____

Address: _____ City: _____ STATE: _____

ZIP code: _____ Day Tel: _____ Eve. Tel: _____

Signature of Parent/Guardian: _____ Date: _____

SAEP Signature _____ Designation: _____ Date: _____