

HOPE ACROSS BORDERS, INC.

Volunteer Policies & Legal Terms

Effective November 29, 2023

A Wyoming 501(c)(3) Nonprofit Corporation • EIN: 93-3952747

Incorporated under the laws of the State of Wyoming, USA

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY. BY SUBMITTING A VOLUNTEER APPLICATION OR PARTICIPATING IN ANY HOPE ACROSS BORDERS ACTIVITY — WHETHER IN THE UNITED STATES OR ABROAD — YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS IN THEIR ENTIRETY.

1. Introduction & Scope

Hope Across Borders, Inc. ("HAB," "we," "our," or "the Organization") is a nonprofit corporation dedicated to empowering underserved communities through education, resources, and sustainable development. HAB currently operates internationally, including in Central America, and expressly reserves the right to expand its programs, activities, and operations to any country or region worldwide at any time.

These Volunteer Policies and Legal Terms ("Agreement") govern all persons who apply for, register for, or participate in any volunteer activity organized, facilitated, hosted, or supported by HAB, whether conducted domestically or internationally, in-person or remotely, on a one-time or recurring basis.

This Agreement applies to individual volunteers, group participants, school and organizational delegations, accompanying supervisors, chaperones, coordinators, and any other persons present at or connected to any HAB activity in any capacity.

HAB reserves the right to amend this Agreement at any time without prior notice. The most current version will be published at hopeacrossborders.com. Continued participation in any HAB activity following an amendment constitutes acceptance of the updated terms.

2. Eligibility & Application

To be eligible to volunteer with HAB, all applicants must:

- Submit a complete, truthful, and current HAB Volunteer Application Form
- Be at least 18 years of age, OR be a minor (under 18) registered through an authorized adult representative in accordance with Section 6 of this Agreement
- Receive written confirmation of acceptance from HAB prior to participating in any activity
- Comply with all applicable local, national, and international laws of every jurisdiction in which they participate
- Meet any additional role-specific, program-specific, or destination-specific requirements communicated by HAB

HAB reserves the right, in its sole and absolute discretion, to accept, decline, suspend, or remove any volunteer or group at any time, with or without cause, and without obligation to provide explanation. Submission of an application does not guarantee acceptance or participation.

3. Volunteer Relationship – Not Employment

Volunteers serve HAB in a purely voluntary, unpaid capacity. Nothing in this Agreement, nor in any volunteer role, communication, or activity, creates an employment, partnership, agency, joint venture, or contractor relationship between the volunteer and HAB.

Volunteers are not entitled to wages, salaries, employee benefits, workers' compensation, unemployment insurance, or any other benefit or protection associated with employment under the laws of any jurisdiction. Volunteers serve entirely at their own will and may discontinue service at any time.

Volunteers may have certain limited protections under the federal Volunteer Protection Act of 1997 (42 U.S.C. § 14501 et seq.), which provides limited immunity from personal civil liability for harm caused by acts or omissions of volunteers acting within the scope of their volunteer responsibilities. However, this Act does not protect volunteers from liability for willful misconduct, criminal acts, gross negligence, reckless conduct, or actions outside the scope of their volunteer role, nor does it create any employment relationship or entitlement to compensation or benefits.

HAB shall not be responsible for any tax obligations arising from any reimbursements, stipends, meals, transport, or in-kind benefits provided to volunteers. Volunteers are solely responsible for any and all tax obligations in their jurisdiction of residence.

4. Assumption of Risk

Volunteer fully acknowledges and accepts that participation in HAB activities — whether domestic or international — involves inherent and significant risks, including but not limited to:

4.1 General Activity Risks

- Physical labor, construction, renovation, or infrastructure work in varying conditions
- Outdoor activities in unfamiliar terrain, heat, or weather
- Interaction with animals, insects, or wildlife
- Exposure to tools, equipment, and materials
- Slip, trip, fall, or physical injury hazards at any worksite

4.2 International Travel Risks

- Travel to, within, and from foreign countries by any mode of transportation
- Road and traffic conditions, accidents, or transportation failures in countries of operation
- Political instability, civil unrest, protests, or government actions
- Natural disasters including earthquakes, volcanic activity, hurricanes, flooding, or landslides
- Petty crime, theft, robbery, or personal security incidents
- Communication failures, loss of internet or phone access
- Unexpected border closures, flight cancellations, or travel disruptions

4.3 Health & Medical Risks

- Exposure to tropical or region-specific diseases including but not limited to dengue fever, malaria, Zika virus, chikungunya, and gastrointestinal illness
- Contaminated food or water
- Lack of access to the same standard of medical care available in the volunteer's home country
- Allergic reactions, medical emergencies, or pre-existing condition complications in remote or resource-limited settings

- Psychological or emotional distress resulting from exposure to poverty, hardship, or vulnerable populations

4.4 Force Majeure

- Acts of God, pandemics, epidemics, governmental actions, war, terrorism, or any other event outside HAB's reasonable control

Volunteer knowingly, voluntarily, and irrevocably assumes all risks associated with HAB activities, whether or not foreseeable, whether arising from the negligence of HAB or otherwise. Volunteer acknowledges that HAB has made no representations or warranties regarding the safety of any location, activity, or program.

5. Release & Waiver of Liability

THIS SECTION CONTAINS A LEGALLY BINDING RELEASE OF LIABILITY. READ CAREFULLY BEFORE AGREEING.

In consideration of being permitted to volunteer with HAB, and in recognition of the risks described in this Agreement, the undersigned volunteer (and their heirs, estate, assigns, and legal representatives) (or authorized representative, as applicable) hereby releases, waives, discharges, and covenants not to sue Hope Across Borders, Inc., its officers, directors, board members, employees, agents, representatives, contractors, partners, local affiliates, successors, and assigns (collectively, "Released Parties") from any and all claims, demands, actions, causes of action, damages, losses, costs, and expenses of any nature whatsoever, whether known or unknown, foreseen or unforeseen, arising out of or related to:

- Personal injury, illness, disability, or death occurring during or in connection with any HAB activity, in any country
- Loss of or damage to personal property, travel documents, currency, electronics, or any other belongings
- First aid, emergency medical treatment, evacuation, or medical decisions made on the volunteer's behalf in any country
- Transportation to, from, or during HAB activities, whether arranged by HAB or independently
- Actions, omissions, or conduct of other volunteers, community members, local partners, or third parties
- Cancellation, modification, or termination of any HAB program for any reason
- Any incident arising from local laws, customs, political conditions, or environmental conditions in the country of operation

This release applies to the fullest extent permitted by applicable law, including in cases where the Released Parties may have been negligent. Volunteer expressly agrees that this waiver is intended to be as broad and inclusive as legally permissible in every jurisdiction in which HAB operates.

6. Indemnification

Volunteer agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, losses, costs, and expenses — including reasonable attorneys' fees — arising out of or related to:

- Any act or omission of the volunteer during or in connection with HAB activities
- Any violation of this Agreement, HAB policies, or any applicable law by the volunteer
- Any injury, damage, or harm caused by the volunteer to any third party, community member, child, or HAB property
- Any misrepresentation made by the volunteer in their application, registration, or communications with HAB
- Any breach by the volunteer of the laws of any country in which they participate as a HAB volunteer

This indemnification obligation is continuing and survives the termination of this Agreement and the conclusion of the volunteer's participation with HAB.

7. International Volunteer Programs

7.1 Multi-Jurisdiction Acknowledgment

HAB currently operates internationally and may expand to additional countries and regions at any time. Volunteers participating in international programs acknowledge that:

- They are subject to the laws, regulations, customs, and judicial systems of every country they enter, regardless of their nationality or the terms of this Agreement
- HAB cannot and does not shield volunteers from the application of foreign law
- Certain matters — including criminal conduct, child protection violations, and injury on foreign soil — will be governed by local law regardless of any provision of this Agreement
- HAB makes no representation that the laws of any foreign country are equivalent to those of the United States or the volunteer's home country

7.2 Travel Documents & Entry Requirements

Volunteers are solely and exclusively responsible for:

- Obtaining and maintaining a valid passport with sufficient validity for travel to all program countries
- Researching and complying with all visa, entry permit, and immigration requirements for every country of destination
- Complying with all customs, import, and export laws of every country transited or entered
- Registering with their home country's embassy or consulate upon arrival in a foreign country, where applicable

HAB shall have no liability whatsoever for any volunteer who is denied entry to any country, detained by immigration authorities, or unable to participate due to documentation issues.

7.3 U.S. State Department & Government Travel Advisories

All volunteers acknowledge that they have reviewed, or will review prior to travel, their home government's official travel advisory for every country in which they will volunteer, including but not limited to the U.S. Department of State travel advisories, the UK Foreign, Commonwealth and Development Office (FCDO) guidance, Global Affairs Canada advisories, or equivalent official guidance from their country of residence. By proceeding with participation, volunteers confirm that they have reviewed applicable advisories and voluntarily accept the risks described therein.

7.4 Health, Vaccinations & Medical Preparation

Prior to participating in any international HAB program, volunteers are strongly advised to:

- Consult a qualified travel medicine physician or clinic at least 4–6 weeks before departure
- Obtain all recommended or required vaccinations for the destination country
- Carry adequate prescription medications and a personal first aid kit
- Disclose relevant medical conditions or special health needs to HAB in writing prior to participation

HAB does not provide medical care, vaccinations, medications, or health advice. Volunteers assume full responsibility for their own health preparation and ongoing medical needs during participation.

7.5 Travel Insurance & Emergency Medical Evacuation

All volunteers participating in international HAB programs are **STRONGLY ADVISED** to obtain comprehensive travel insurance prior to departure, including:

- Emergency medical treatment coverage in the destination country
- Emergency medical evacuation and repatriation coverage — medical evacuations from remote international locations can cost tens of thousands of dollars or more depending on the country and circumstances
- Trip cancellation and interruption coverage
- Personal property and baggage loss coverage

HAB does not provide, arrange, or fund travel insurance for volunteers. HAB shall have no liability for any medical, evacuation, repatriation, or related costs incurred by a volunteer during or in connection with any program, regardless of cause.

7.6 Ground Transportation

Volunteer acknowledges that ground transportation in program countries may involve conditions, roads, vehicles, and standards that differ significantly from those in the volunteer's home country. HAB assumes no liability for any injury, death, delay, or loss occurring during any transportation to, from, or between program sites, whether such transportation was arranged by HAB, a local partner, a third-party provider, or independently by the volunteer.

7.7 Personal Property & Financial Loss Abroad

HAB is not responsible for the loss, theft, damage, or confiscation of any personal property, travel documents, currency, electronics, equipment, or any other belongings of volunteers while participating in HAB activities abroad. Volunteers travel with personal property at their own risk.

7.8 Force Majeure & Program Changes

HAB reserves the right to cancel, postpone, relocate, or modify any international program at any time due to safety concerns, natural disasters, political instability, public health emergencies, pandemics, government restrictions, acts of terrorism, border closures, or any other circumstances beyond HAB's reasonable control. In such cases, HAB shall have no financial or legal liability to any volunteer for costs incurred, losses suffered, or opportunities missed as a result of such changes. HAB makes no warranty or

representation, express or implied, regarding the quality, safety, fitness for purpose, or outcome of any volunteer program, activity, or experience in any country.

7.9 Import, Export & Customs Compliance

Volunteers who bring supplies, donations, materials, equipment, or any goods into a foreign country as part of HAB activities are solely responsible for compliance with all applicable customs, import, export, and duty laws of all countries transited or entered. HAB shall have no liability for goods that are seized, detained, taxed, or refused entry by customs authorities in any country.

8. Group Volunteers, Schools & Organizations

8.1 Group Coordinator Responsibility

Any organization, school, institution, or group registering volunteers must designate an authorized adult representative ("Group Coordinator") who accepts full legal and supervisory responsibility for the entire group. By submitting a group registration, the Group Coordinator agrees to:

- Provide accurate, complete, and current information for all participants at the time of registration
- Ensure all participants have read, understood, and agree to this Agreement in full prior to arrival
- Maintain active, direct supervision of all participants throughout the entire duration of all HAB activities
- Serve as the sole point of contact between the group and HAB for all logistical, safety, emergency, and conduct matters
- Immediately notify HAB of any incidents, injuries, health concerns, behavioral issues, or changes in participant status
- Ensure full compliance with HAB's Code of Conduct (Section 10) and Child Safeguarding Policy (Section 11) by all participants at all times

8.2 Participants Under 18 Years of Age

Where any participant is under 18 years of age, the Group Coordinator additionally certifies that:

- Written parental or legal guardian consent has been obtained for each and every minor prior to participation in any HAB activity
- All original parental consent documentation is retained on file by the registering school or organization and will be made available to HAB upon request
- Each minor will be accompanied and supervised by a designated adult chaperone at all times during HAB activities, including travel, program activities, and free time at any HAB-associated location
- The registering institution has fully complied with all applicable laws regarding minors, parental consent, international travel, and field trips in its jurisdiction of origin
- No minor will be left unsupervised at any HAB site, vehicle, facility, or community setting at any time
- The Group Coordinator has verified that no participating adult has a history of child abuse, exploitation, or any criminal conduct involving minors

HAB reserves the right to require additional documentation for any group involving minors, including individual signed consent forms, emergency contact and medical information sheets, and background verification, prior to confirming any group program.

9. Medical Authorization & Health Responsibilities

Volunteer authorizes HAB and its designated representatives to seek, authorize, and consent to emergency medical treatment, first aid, or other medical services on the volunteer's behalf in any country, in the event that the volunteer is incapacitated, unconscious, or otherwise unable to provide personal consent. All costs of such treatment shall be the sole responsibility of the volunteer.

HAB does not provide, arrange, or fund medical insurance, health coverage, emergency evacuation, or any other financial assistance in connection with illness, injury, accident, disability, or death. Each volunteer is solely responsible for obtaining and maintaining adequate health, travel, and emergency insurance coverage prior to and throughout any HAB activity.

Volunteers with known medical conditions, allergies, dietary restrictions, or special health needs are strongly encouraged to disclose relevant information to HAB in writing before participating, to allow HAB to better support safe participation.

10. Code of Conduct

All volunteers represent Hope Across Borders and are expected to conduct themselves with integrity, cultural sensitivity, and professionalism at all times. By participating, volunteers agree to:

- Treat all community members, children, families, staff, local partners, and fellow volunteers with dignity, respect, and kindness at all times and in all settings
- Honor and respect the cultural traditions, customs, religious practices, and values of every community served by HAB, regardless of personal beliefs
- Refrain from any conduct that is discriminatory, harassing, threatening, abusive, violent, or otherwise harmful toward any person
- Follow all instructions and guidelines provided by HAB staff, local coordinators, and designated supervisors without exception
- Abstain from the use of alcohol, illegal substances, or any controlled substances during any HAB activity, at any HAB site, or in any community served by HAB
- Refrain from engaging in political, religious, or personal advocacy on behalf of HAB, or in any way that could embarrass or compromise HAB, without prior written authorization
- Not represent themselves as agents, employees, legal representatives, or official spokespersons of HAB in any context
- Dress and present themselves in a manner appropriate to the cultural context of the community being served
- Respect all privacy, safety, and operational rules communicated by HAB at any program location

HAB reserves the right to immediately remove any volunteer from any activity, in any country, at any time, for violation of this Code of Conduct — without refund of any fees paid and without liability of any kind to the volunteer.

11. Child Safeguarding Policy

HAB maintains a zero-tolerance policy for any form of child abuse, exploitation, or misconduct. Violations will result in immediate removal and referral to relevant authorities.

Hope Across Borders is unconditionally committed to the safety, dignity, and protection of every child in every community we serve. This commitment applies to all volunteers, in all countries, in all circumstances, without exception.

All volunteers agree to:

- Never be alone with a child in any unsupervised, private, enclosed, or isolated setting during any HAB activity or at any HAB-associated location
- Never photograph, film, record, or livestream any child without the explicit prior approval of HAB staff in each specific instance
- Never share, publish, or post images, names, locations, stories, or any identifying information relating to children served by HAB on any personal social media platform, website, or public forum without HAB's prior written consent
- Never give personal contact information — including phone numbers, social media profiles, or email addresses — to any child encountered through HAB activities
- Never make personal arrangements to meet, communicate with, or contact any child outside of HAB-supervised activities
- Immediately report any concern, suspicion, observation, or disclosure of abuse, neglect, exploitation, or inappropriate conduct involving a child to HAB staff without delay
- Comply with all child protection laws of every country in which they volunteer, including but not limited to applicable U.S. federal law, the child protection laws of every country in which HAB operates, and all relevant international conventions and standards including the UN Convention on the Rights of the Child (UNCRC)
- Submit to any background check or screening process required by HAB or its local partners prior to participating in any program involving direct contact with children

Any volunteer found to have violated HAB's Child Safeguarding Policy will be immediately removed from all activities and reported to the relevant local, national, and international authorities as required by law. HAB will fully cooperate with any law enforcement investigation.

12. Confidentiality

In the course of volunteering, volunteers may encounter confidential or sensitive information relating to HAB's operations, strategy, finances, donor relationships, partner organizations, beneficiaries, community members, families, and children. Volunteers agree to:

- Maintain strict confidentiality of all such information during and indefinitely after their period of service with HAB
- Not disclose, publish, share, sell, or use any confidential information for any personal, commercial, or other purpose
- Not share personal, medical, financial, or identifying information about any beneficiary, community member, or child served by HAB with any third party under any circumstances
- Return or permanently destroy any confidential materials, data, or records provided by HAB upon the conclusion of their service, upon HAB's request

This confidentiality obligation is perpetual and survives the termination of this Agreement and the conclusion of the volunteer's participation with HAB.

13. Social Media & Public Communications

Volunteers agree to the following guidelines regarding social media, online communications, and public statements during and after their participation with HAB:

- Volunteers may share general, non-identifying content about their experience with HAB, provided it is respectful, accurate, and consistent with HAB's mission and values
- Volunteers must never post images, videos, names, or identifying details of children, families, or beneficiaries without HAB's prior written consent
- Volunteers must not make statements, post content, or publish material that misrepresents HAB, its mission, its partners, or the communities it serves
- Volunteers must not post content that could be considered culturally insensitive, exploitative, or damaging to the dignity of any community member
- Volunteers must not publicly discuss, post about, or disclose any confidential information about HAB's operations, finances, programs, or internal matters
- Any media inquiries, press requests, or requests for official statements about HAB must be directed to HAB leadership and not responded to independently by volunteers

HAB reserves the right to request the removal of any content posted by a volunteer that violates these guidelines or that HAB determines, in its sole discretion, to be harmful to the Organization or to any community it serves.

14. Photo, Video & Media Release

By participating in HAB activities, volunteers grant Hope Across Borders, Inc. a perpetual, irrevocable, worldwide, royalty-free license to photograph, film, record, and capture their image, voice, likeness, name, and participation in HAB activities. HAB may use such materials for any organizational purpose including:

- Website, social media, and digital content
- Fundraising campaigns, grant applications, and donor communications
- Annual reports, impact reports, and organizational materials
- Press releases, media outreach, and promotional content
- Educational, training, and awareness materials

Volunteers who do not wish to be photographed or filmed must notify HAB in writing prior to their volunteer activity. HAB will make reasonable efforts to accommodate such requests but cannot guarantee full exclusion from group photography or incidental capture.

15. Intellectual Property

Any work product, materials, content, lesson plans, designs, reports, translations, photographs, software, social media content, or other deliverables created by a volunteer in the course of their service with HAB ("Work Product") shall be considered a work made for hire and the sole and exclusive property of Hope Across Borders, Inc. from the moment of creation.

To the extent any Work Product does not qualify as a work made for hire under applicable law, the volunteer hereby irrevocably and unconditionally assigns to HAB all rights, title, and interest in such Work Product, including all intellectual property rights, in perpetuity and throughout the world.

Volunteers retain no rights to reproduce, publish, distribute, display, or claim ownership of any Work Product created during their time with HAB.

16. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without regard to its conflict of law provisions, except where mandatory local law in a country of operation requires otherwise.

The parties acknowledge that HAB operates internationally and that certain matters — including but not limited to criminal conduct, child protection violations, immigration matters, and incidents occurring on foreign soil — may be subject to the laws of the country in which they occur, regardless of the governing law of this Agreement. Nothing in this Agreement shall be construed to limit the application of mandatory local law in any jurisdiction.

Any dispute, claim, or controversy arising out of or relating to this Agreement, or to a volunteer's participation in any HAB activity, shall first be submitted to good-faith mediation in Laramie County, Wyoming. If mediation is unsuccessful within 60 days of initiation, the dispute shall be resolved through binding arbitration in Laramie County, Wyoming, in accordance with the rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in any court of competent jurisdiction.

Volunteer irrevocably waives any right to participate in any class action lawsuit, class-wide arbitration, or representative proceeding against HAB or any Released Party.

17. Severability

If any provision of this Agreement is found to be invalid, unenforceable, or contrary to applicable law by a court or arbitrator of competent jurisdiction, that provision shall be modified to the minimum extent necessary to render it enforceable, or severed from this Agreement if modification is not possible. All remaining provisions shall continue in full force and effect and shall not be affected by the invalidity of any other provision.

18. Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the volunteer and Hope Across Borders, Inc. with respect to the subject matter herein. It supersedes all prior discussions, representations, understandings, or agreements, whether written or oral, relating to the volunteer's participation with HAB.

HAB reserves the right to update or amend this Agreement at any time. Amendments will be published on HAB's official website at hopeacrossborders.com. The most current version in effect at the time of any volunteer activity shall govern that participation.

19. Electronic Signature & Legal Acknowledgment

By checking the consent box on the HAB Volunteer Application Form and submitting the form electronically, the applicant acknowledges and agrees that:

- They have read and fully understood this entire Agreement
- They agree to be legally bound by all terms and conditions contained herein
- Their electronic submission constitutes a valid and legally binding signature, equivalent in legal effect to a handwritten signature, pursuant to the Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.) and applicable state laws
- They are at least 18 years of age, or are an authorized representative submitting on behalf of a group or minor participants

- All information provided in the application is truthful, complete, and accurate. They consent to HAB collecting, storing, and using their personal information for the purposes of volunteer administration, program operations, communications, and organizational reporting, in accordance with applicable data protection and privacy laws of every jurisdiction in which HAB operates and in which volunteer data is collected, stored, or processed, including but not limited to relevant national privacy legislation, the EU General Data Protection Regulation (GDPR) where applicable, and equivalent data protection frameworks in any country of current or future operation

I CONFIRM THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, THAT I UNDERSTAND ITS LEGAL EFFECT, AND THAT I VOLUNTARILY AGREE TO BE BOUND BY ALL OF ITS TERMS. I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY LEGAL RIGHTS AND THOSE OF ANY PARTICIPANTS I REGISTER.

20. Questions & Contact

For questions regarding this Agreement, HAB's volunteer programs, or any related matter, please contact:

Hope Across Borders, Inc.

A Wyoming 501(c)(3) Nonprofit Corporation

EIN: 93-3952747

Email: info@hopeacrossborders.com

Website: www.hopeacrossborders.com

Volunteer Page: www.hopeacrossborders.com/become-a-volunteer

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This document is provided for informational and legal purposes. HAB recommends that all volunteers consult independent legal counsel if they have questions about their rights under this Agreement.