PROJECT PARTICIPATION AND TRAVEL AGREEMENT

Congratulations! You have been selected to participate in a RAD-AID team, to help resource-poor and medically underserved regions of the world gain access to vital radiology, radiation oncology and other health and medical imaging services. Serving on a RAD-AID team is a great opportunity for public service to advance the mission of global health, and we look forward to working with you. This agreement serves as your acknowledgement of key items that will help you to carry out your work with RAD-AID in a fulfilling, safe, and effective manner.

Please read the sections below carefully and email us the signed copy. If you have questions about this agreement, we are happy to discuss this with you. Again, we congratulate you on being selected to participate in RAD-AID’s global health programs. Please note that our global health programs include programs in U.S. underserved populations.

1. Voluntary Participation
I, ________________________________(enter first name, last name), agree to voluntarily participate in a RAD-AID International project (hereafter referred to as “Project”), including tentative travel dates of ________ to __________________________________________(city, state, country).

I understand that preparation for this Project will involve some preparation and phone-based communications with my RAD-AID team to understand background, goals, and logistical planning of the Project. This preparation ranges 2-10 hours per month, and details are provided by my RAD-AID team leader. I agree to work with RAD-AID’s team and Project leader in the conduct of this Project.

I understand and agree that I am not an employee or contractor of RAD-AID, and am participating in the Project voluntarily. I am responsible for researching, understanding, and evaluating the risks associated with my participation in the Project. By signing below, I acknowledge that I have, to my full satisfaction, obtained all information necessary for me to assess the risks associated with my participation in the Project, and further acknowledge that I am solely responsible for all actions that I take in connection with my participation in the Project.

2. Insurance
I represent that I have a policy of health and accident insurance that provides coverage for medical and hospitalization expenses occurring domestically and internationally.

I understand that RAD-AID does not provide any insurance, including health, workers compensation, medical malpractice, and accident insurance, and I hereby release RAD-AID from all responsibility for any injuries (including death), illness, medical bills, loss of time at work, charges or similar expenses I incur during the Project and related travel. It has been recommended to me, but not required, that I carry trip insurance for this Project, including (but not limited to) insurance plans that cover COVID-related travel restrictions, delays, quarantines, etc. I understand that some forms of insurance may be required by the destination sites, country of origin, or my employer, and it is my responsibility to learn and comply with these requirements and recommendations for the project.

I understand that Medicare (US) does not cover medical expenses incurred outside the United States. If I have public government-based health insurance or private insurance, it is my responsibility to learn if such insurance coverage can be applicable to medical expenses and other liability incurred outside my home country or the country that originated such insurance program(s).
3. Health

I understand that it is my responsibility to decide, in consultation with my chosen medical professional(s) which vaccines, medical prophylaxis, precautions, and preparations to take before, during, and after my Project trip. I have been advised and encouraged to fully research health precautions before the trip for fully protecting myself and those around me. Information on travel vaccination, health risks and preventative measures are available at government-based web sites such as the Centers for Disease Control and Prevention (CDC). I am fully responsible for the health information that I obtain and use for the Project.

I understand and acknowledge that in connection with my voluntary participation in the Project, I may be exposed to COVID-19 and other infectious diseases that pose risk of serious injury or death, with many unknowns about infection and spread. I understand that RAD-AID makes no representation or warranty about COVID-19 and other infectious disease risk. I agree to assume all risks of participation in the Project associated with (i) the exposure to, transmission of, or infection by COVID-19 and other infectious diseases to myself or those I am in contact with, (ii) COVID-19 and other infectious disease-related injury, illness, death, or loss, (iii) quarantine and other travel restrictions, regulations, delays, costs, or obligations imposed by my nation of origin, locally/nationally by my destination, internationally by travel and health regulatory organizations, transportation-connections, the institution(s) hosting my volunteer project, and my employer(s). I have been advised to consider, but I am fully responsible for, preventative precautions, vaccinations, medications, travel regulations, host-country/institution requirements, and employer-institutions’ travel regulations associated with COVID-19 and other infectious diseases. With full awareness and appreciation of the risks involved, I forever release, covenant not to sue, discharge, and hold harmless RAD-AID, including without limitation its Board of Directors, contractors, employees, agents, successors, and representatives (collectively the “Released Parties”), from any and all liability, claims, demands, and causes of action, arising directly or indirectly out of any loss, damage, or injury (including death) that may be sustained related to COVID-19 and other infectious disease in connection with my participation in the Project (“Claims”). I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Released Parties, whether a COVID-19 or other type of infection occurs before, during, or after my participation in the Project. To the fullest extent permitted by applicable law, I agree to indemnify, defend, and hold harmless Released Parties from and against all costs, expenses, damages, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from claims made against the Released Parties due to injury, disability, death, monetary loss, or any other injury from or related to COVID-19 and other infectious disease.

I understand and acknowledge that the partner health institution(s), location and country destination for my project may have requirements, mandates, guidelines, recommendations, and obligations, for which I am solely responsible for complying. These may include documentation/proof of vaccination(s), infectious disease testing, waivers(s), and other precondition(s) that must be met for travel and visitation. I, therefore, discharge and absolve RAD-AID from all responsibility and liability associated with these third party regulations and requirements.

4. Liability

I understand that my role in the Project is to provide educational outreach to health workers in resource-poor and underserved regions of the world. I understand and acknowledge that RAD-AID does not provide medical malpractice insurance coverage and does not authorize direct provision of health care services to patients.

I affirm and understand that RAD-AID’s insurance coverage does not extend to me or to litigation in any jurisdiction inside or outside the United States. I release RAD-AID from any and all liability, including clinical liability, which could be associated with my participation in this Project and which is not covered by insurance coverage of RAD-AID.
I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge, indemnify, defend, and hold harmless RAD-AID, and its officers, directors, employees, agents, partner institutions, trustees, and representatives (in their official and individual capacities) from any and all damages, acts of terrorism, losses or injuries (including death) I sustain to my person or property or both, including but not limited to, any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorneys’ fees and medical expenses or fees of any kind whatsoever, which arise out of, result from, occur during or are connected in any manner with my participation in the Project and/or any travel incident thereto, or the production or distribution of advertising, promotion and publicity, or the use or reuse of my participation, appearance, name, voice, likeness, or biographical information in any manner whatsoever in connection with the project or otherwise. I recognize and agree that RAD-AID has no liability or responsibility for any other organization or program. I further agree to defend, indemnify and hold RAD-AID harmless from any and all claims, costs, liabilities, damages, defenses, or judgments, including attorneys’ fees and court costs, that may be brought against RAD-AID on account of any act or omission on my part.

5. U.S. Foreign Corrupt Practices Act

I acknowledge that RAD-AID is subject to U.S. laws and applicable laws in countries where it operates, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA), and applicable anti-corruption laws (“Anti-Corruption Laws”). I acknowledge and agree to comply with Anti-Corruption Laws and not take any action which would cause RAD-AID to violate Anti-Corruption Laws. Therefore, I agree not to offer, pay, or promise any form of payment or benefit directly or indirectly to a Government Official (defined below) for an improper purpose, including to secure any advantage for RAD-AID. I agree not to offer, pay, or promise any form of payment or benefit to a Government Official (defined below) in order to induce the Government Official in question to take action that is inconsistent with or violate the Government Official’s official duties.

Occasionally, RAD-AID volunteers may elect to transport medical equipment or supplies in furtherance of RAD-AID’s public service mission and charitable activities or services. Transportation of medical equipment or supplies is optional and by no means a requirement of RAD-AID volunteers, and may be declined by a volunteer at any time and for any reason. In many countries, product certifications or other documentation may be required for importation of such equipment or supplies. It is important to determine what documentation and fees are required for importation of equipment and supplies prior to travel and to obtain required documentation and approval from RAD-AID for payment of bona fide governmental fees/duties in advance of travel. In no event should fees be remitted to a Government Official’s personal bank account or to him or her personally. RAD-AID does not reimburse for payments or benefits given directly to any Government Officials or indirectly via any intermediary. In the event that a Government Official requires that a payment be made for entry into the country and/or for importation of medical equipment or supplies that is not a bona fide governmental fee (bona fide governmental fees have clear written documentation or invoice from a governmental agency), volunteers should refuse to make such payment and may abandon the medical equipment or supplies in question at the point of entry into the foreign country. Any requests for bribes or tips, including requests for payment of non bona fide fees, from Government Officials must be reported to the Chief Financial Officer, Chief Operating Officer, or Chief Executive Officer of RAD-AID as soon within 24 hours.

RAD-AID’s highest priority is the safety and security of its volunteers. In the event that a Volunteer reasonably perceives that he or she is in imminent physical danger unless a payment is made to a Government Official, the Volunteer should make the payment to ensure his or her physical safety and report the details of this incident to RAD-AID within 24 hours. I agree to promptly report to RAD-AID any violations or potential violations of Anti-Corruption Laws. In addition, in the event of a potential or actual violation, I agree to cooperate in good faith with RAD-AID and its accountants, attorneys,
and investigators in determining whether a violation occurred, including, but not limited to, providing access to my internal records relating to such incident.

*“Government Official” means (i) any officer or employee of a government (whether executive, legislative, judicial, or administrative) agency or instrumentality of such government, including a regional governmental body or a government-owned business (whether wholly or partially-owned or controlled by the government and including entities with commercial functions or entities in which the government owns a minority interest), or a military organization; (ii) any person acting in an official capacity for or on behalf of such government, department, agency, instrumentality, or military organization; (iii) any candidate for a political office; (iv) any member of a royal family, or (v) any employee or official of a foreign political party.

6. History of Disciplinary Action

I represent that I have never (i) received any revocation or denial of my health professional license by a health institution or licensing board, (ii) received any complaints, investigations or charges previously or currently brought against me by a medical licensing or disciplinary board, (iii) had a plea of guilty, nolo contendere, conviction, or receipt of probation before judgment of any criminal act (excluding traffic violations) and/or act involving dangerous controlled substances or alcohol, (iv) violated U.S. laws and/or Executive Orders prohibiting provision of resources and support to individuals and organizations associated with terrorism and terrorist-related activities (including never having my name listed on the Specially Designated Nationals List published by the U.S. Treasury’s Office of Foreign Asset Control (OFAC). I represent that I do not illegally use drugs.

7. Signed Acknowledgement

In signing this document (below), I hereby acknowledge that I have read this entire document, that I understand its terms, that I have been given the opportunity to consult with an attorney of my choosing, and that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily. I hereby waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, and I further waive all rights to have damages multiplied or increased.

Name (printed): ___________________________________________

Signature: ________________________________________________

Date: ____________________________________________________

7. Emergency Contact (required for travel)

Name: ___________________________________________________

Contact phone number: ___________________________________

Contact’s email address: ________________________