



GLOBAL WORKS: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. All participants must sign this Document. For participants under 18 years of age (hereafter sometimes “minor” or “child”), at least one of the participant’s parents or legal guardians (hereafter collectively “parent”) must also sign. In consideration for participant being permitted to participate in the activities of Global Works, PBC, and its officers, directors, members, employees, agents, subcontractors, representatives, and volunteers, including its medical consultants and all other persons or entities affiliated with it (hereafter individually and collectively “Global Works”), I (participant and/or parent of a minor participant) acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Participating (whether simply attending, observing or actively participating) in Global Works educational, instructional, recreational and/or adventure activities includes risks. These activities can occur in various locations. Activities which may be led by Global Works staff, subcontractors or others include, but may not be limited to: boating (including rafting, canoeing, and kayaking); running; hiking, trekking, and backpacking; bouldering and rock climbing; cave exploring; snorkeling; scuba diving; surfing; boogie boarding; stand-up paddle boarding; swimming; bicycling; elephant riding; home and trail construction and other service projects; sightseeing, cultural tours, and/or travel in urban, rural and/or remote areas; dancing; independent study projects; experiential activities including a variety of games and group initiatives; sporting activities; canopy zipline tours as well as low and high challenge courses (systems which include poles, ropes, cables, ziplines, ladders, platforms, swings, climbing towers and other natural and manmade elements, over and on which participants move, with and without assistance from staff or other participants) and related equipment; receiving acupuncture, massages, and other local healing practices; use of homestays, hostels or other accommodations; and transportation in vans, buses, trucks or other vehicles (collectively referred to in this Document as “Activities”). Activities may be scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during the participant’s free time. **I acknowledge that the inherent and other risks, hazards, and dangers** (collectively referred to in this Document as “risks”) **of the Activities can cause injury, disease, illness, emotional distress, damage, death or other loss to the participant or others.** The parent of a minor gives permission for their child to participate in all Activities and agrees to discuss the nature and risks of the Activities with their child.

I UNDERSTAND THAT THE RISKS INCLUDE, WITHOUT LIMITATION:

1. Weather, environmental, and surface and subsurface conditions in an outdoor or wilderness environment that are unpredictable and dangerous, including risks associated with travel on trails or routes that may not be groomed, maintained, controlled, or marked; lightning; snow or ice accumulation; high altitude conditions; fast moving rivers or other water bodies; falling or fallen timber; mineshafts; rockfall; icefall; steep or slippery terrain; electrical storms; mountain storms; flashfloods; snow; rain; hail; sleet; ice and extremely cold water; geothermal geysers or geothermally heated (extremely hot) water; unstable or loose rock; wild or domestic animals; stinging, venomous and/or disease carrying animals, insects or microorganisms; and other natural and man-made hazards and dangers;
2. Participant’s mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the Activities includes risks. Global Works cannot anticipate or eliminate risks or complications posed by participant’s mental, physical (including fitness level), or emotional condition;
3. Risks associated with decision-making, judgments, and warnings, which are often based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to error. These include the risk that that the participant or co-participant, a Global Works staff member, or other person may misjudge an individual’s capabilities, health, or fitness level,

or misjudge terrain, weather, trail location and conditions, water-level, ocean conditions, river and/or terrain route location, some aspect of instruction, medical treatment, the character and propensities of an animal, use of any equipment, facilities or premises, including use of homestays, hostels or other accommodations; or how best to react in certain circumstances;

4. Animals, including elephants, are unpredictable and uncontrollable in all circumstances, whether participants are mounting, dismounting, saddling, feeding, riding, packing, or otherwise dealing with animals in any way. Animals are generally much larger, more powerful, and faster than a human, and can react to the environment, and the conduct and actions of riders and other persons in harmful ways. Without warning, animals can kick, bite, stomp, stumble, rear, bolt, fall, and react to sudden movements, noise, light, vehicles, other animals, or objects. Riding animals can involve equipment that may break or otherwise fail, saddles or blankets that may slip, and other riders who may not control their animals and cause a collision or other unpredictable consequences;
5. The risk that equipment or gear may be misused, may not fit, or may break, fail, or malfunction. This includes participant's personal equipment, Global Works equipment, or other equipment (whether purchased, borrowed, or rented). Participants choosing to bring and use their personal equipment (including any safety gear), assume full responsibility (along with the parent of a minor), for choosing appropriate equipment and for the fit and condition of this equipment. Global Works requires use of helmets or other safety gear for some Activities. Safety gear may prevent or lessen injuries in some instances but it is not a guarantee of safety, and injury can occur even with the use of this gear;
6. Risks associated with the fact that activities may take place in remote locations, causing potential delays or difficulties in communication, transportation, evacuation, and medical care. Medical facilities may be primitive, inadequate or inaccessible, and located in regions where traditional Western medical care is not available. Additional delays can result if circumstances require transport from a foreign country back to the U.S. for medical care. Staff or others may or may not have access to wireless communication devices (including cell or SAT phones); nevertheless, use of these devices in any location may be unreliable and inconsistent;
7. Risks associated with high and low challenge course elements and zip-lines which may be as high as 700 feet off the ground, including the possibility of falling a large distance, slipping, rope burns, pinches, jolts, splinters or swaying, colliding with other participants, and experiencing anxieties and fears associated with heights;
8. Participating in service projects includes risks associated with Activities such as (but not limited to) building, digging, heavy lifting, construction, and clean-up projects. Projects can include the use of tools and equipment (e.g. shovels, hammers or other tools) and potentially dangerous substances (paints, cleaning agents) that can cause injury resulting from use, misuse, or malfunction;
9. Risks associated with rafting, kayaking, or canoeing in a creek or river, including encountering swift or cold water; the presence of unknown obstacles such as rocks or timber; the risk that a vessel may overturn or sink; the risks of falling overboard; equipment and gear malfunction; and the risks of being swept into a river current;
10. Risks associated with surfing, boogie boarding, sea kayaking, snorkeling, stand-up paddle boarding, and scuba diving in an ocean or other open body of water, including interactions with other individuals and vessels on the water; potential hazards including docks, piers, bridges, buoys, rocks, corals and the shore; water and weather conditions including tides, waves, and currents; equipment and gear malfunction; interactions with fish, sharks, turtles, insects, and other animals; the unpredictability of the ocean; and otherwise being in a large body of water where a lifeguard is not present;
11. Risks associated with swimming, including the risk of being in a pool, hot spring, or open water without a lifeguard who could perform immediate emergency services, or enforce applicable rules and regulations; drowning or other injuries such as concussions; injuries from falling or water inhalation; risks associated with soaking in hot water; swimming in water depths beyond participant's ability; and the risks of diving or other behavior that could cause injury or even death;
12. Risks associated with bicycling including the possibility of failed equipment such as the bike gear or helmet; hazardous and unpredictable road or trail conditions; the impact of other cyclists, motor vehicles or animals; the possibility a rider could lose control of the bicycle; and the impact of harsh weather conditions;
13. Risks from rock climbing and bouldering including the possibility of slipping and falling partway or to the ground; burns; pinches; jolts; losing grip on the rock or a climbing hold; impacting the rock face, objects or people; being hit by rock or debris fall from above; loose or damaged climbing holds; and equipment failure or misuse;

14. Risks associated with cave exploring, including trip-and-falls, rockfall, the presence of hazards around the edges of pits and climbs, erosion, large temperature swings, darkness, and disorientation;
15. Risks associated with acupuncture, massages, and other local healing practices including soreness, bleeding and blood clots, necrosis, organ injury, bruising, swelling, infections, transmission of illnesses or skin conditions, stress on the nervous system, pain or discomfort, fractures, headaches, and aggravation of preexisting conditions;
16. Risks associated with home stays and residing with unknown people in a foreign, undeveloped country, including exposure to unfamiliar food, water, and domestic and wild animals; contracting viruses and infectious diseases; risks associated with varying and unfamiliar cultural norms; unanticipated verbal and physical harm; the careless or reckless behavior of other people; the possibility of inadvertent touching or unwanted sexual advances; and personal disclosure and/or interaction with such people. Food or water is provided by homestay families, vendors, restaurants or others with risks of contamination or allergic reaction;
17. Risks associated with touring in a city or other public location, including the possibility of tripping, slipping or falling due to unexpected hazards, the risk of a motor vehicle accident, the risk of being robbed, and of otherwise sustaining injuries, losses, or damages due to the unpredictable behavior of third persons, or otherwise;
18. Risks associated with interactions with, and reliance on, Global Works, other participants, contractors, vendors, or unknown third parties, including the careless or reckless behavior of other people, the possibility of inadvertent touching or unwanted sexual advances, the risk of contracting viruses and infectious diseases, and personal disclosure and/or interaction with co-participants;
19. Risks associated with U.S. or foreign travel, such as political unrest, kidnapping, riots, terrorism or warfare, individuals with anti-American sentiment, contracting viruses and infectious diseases arising from a pandemic or otherwise, exposure to contaminated food or water, dangerous road or travel conditions and other transportation hazards such as driver error and unsafe vehicles, thievery, abduction, and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. **NOTE:** Global Works personnel are not experts in assessing the likelihood of terrorist activity, political unrest, or the need for vaccinations or other issues, whether participants are traveling in the U.S. or in a foreign country. Participant and parent of a minor are responsible for conducting their own independent investigation through the U.S. State Department, Centers for Disease Control, World Health Organization or other sources; and
20. Risks associated with participants having free and/or independent time before, during, and after Activities. At all times, all participants share in the responsibility for their own wellbeing; participants will not be watched or supervised during sleeping hours.

These risks can result in participants: falling partway or falling to the ground or into the water; being struck by, colliding with or impacting objects, people, animals or the bottom of a water body; experiencing vehicle collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; and suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold-related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns; illnesses (including viruses, animal/insect borne diseases, or contagious and infectious diseases such as Malaria, Dengue Fever, Zika Virus, Influenza, MRSA, and COVID-19); infections; cuts or wounds; or other injury, damage, death or loss.

I (participant and/or parent of a minor participant) acknowledge and agree:

- **To honestly and accurately complete all Global Works registration forms (including medical forms) and obey all rules and policies;**
- **To disclose to Global Works any mental, physical or emotional conditions or limitations which may adversely affect participant's participation in the Activities, or cause harm to him or herself or to other people;**

- Global Works representatives are available if I have further questions about the Activities or the associated risks;
- Global Works contracts with individuals or organizations that are independent contractors (not employees or agents of Global Works) to provide or conduct some of the services and Activities participants will engage in. Global Works does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- The information provided above or otherwise is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and Global Works cannot assure participant's safety or eliminate any of these risks; at all times, participants share in the responsibility for their own well-being and – if they are with a group – for the well-being of the group.
- If participant is borrowing or renting new or used equipment from Global Works, the equipment comes "AS-IS," and Global Works disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose), regarding the equipment;
- Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent of a minor) assumes and accepts full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of the Activities and for any injury, damage, disease, illness, emotional distress, death or other loss suffered by participant (and parent of a minor), resulting from those risks, including the risk of participant's own negligence or other misconduct.

Release and Indemnity Agreement

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and for and on behalf of my participating minor child) agree as follows:

1) To release and agree not to sue Global Works, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s"), for any injury, damage, disease, illness, emotional distress, death or other loss in any way connected with my/my child's enrollment or participation in the Activities. I agree here to waive all claim/s I or my child may have against Global Works, legally bind my/my child's estate and any family member, heir, or other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against Global Works as a result of any injury, damage, disease, illness, emotional distress, death, or other loss suffered by me or my child;

2) To defend, hold harmless, and indemnify ("indemnify" meaning protect by reimbursement or payment) Global Works with respect to any and all claim/s:

- a) brought by or on behalf of me, my participating child, spouse or other family member/s, or my/my child's heir/s or estate for any injury, damage, disease, illness, emotional distress, death or other loss in any way connected with my/my child's enrollment or participation in the Activities; and/or
- b) brought by a co-participant or any other person for any injury, damage, disease, illness, emotional distress, death, or other loss to the extent caused by my/my child's conduct while participating in the Activities, or brought by a medical care provider, insurer, or other third party as a result of medical care provided to the participant before, during, or after the Activities, including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from Global Works' negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment, or treatment), disease, illness (including but not limited to any claim/s in any way arising from or related to COVID-19), property damage, loss of consortium, breach of contract, or any other claim.

Other Provisions

I (participant and/or parent of a minor participant) acknowledge and agree:

I understand that Global Works reserves the right to dismiss the participant from a course if it believes, in its sole discretion, the participant presents a safety concern or medical risk, is disruptive, violates Global Works' rules or policies, or otherwise conducts him/herself in a manner detrimental to Global Works or other participants. I acknowledge and understand that, among other things,

possession or use of any weapons, sexual activity, unauthorized absence from the group, violating curfew, use of tobacco products, unsafe and destructive behavior, body alteration – including tattoos and piercings – and use of illicit drugs or alcohol are all grounds for immediate dismissal from the program. If the participant is dismissed or departs for any reason, no refund of the program tuition will be given. I am solely responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies, behavior issues, or otherwise. These costs include, but may not be limited to plane, train, or bus fare, and meals or accommodations.

I understand that in cases of early dismissal or withdrawal, accompaniment by a Global Works leader on the flight(s) home will not be possible, however at the request of a minor participant's parent, Global Works will attempt to arrange for the participant to be treated as an unaccompanied minor by the airline when possible. I agree that Global Works' responsibility for the participant ends with the Participant's dismissal or withdrawal from the program.

I authorize Global Works and/or its agents and designees, to photograph, film, record and/or otherwise capture the name, image, voice, written statement, group journal or electronic entry, photograph and/or visual likeness of me, my child and/or my other family members (collectively "images"), without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications and/or for any informational, promotional, educational, audiovisual, exhibition, editorial, or other use in any manner that Global Works desires. These images are the sole property of Global Works and I waive any inspection or approval rights.

I authorize Global Works staff or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and/or to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by Global Works) of any records necessary for treatment, referral, billing, or insurance purposes. I agree to pay all costs associated with any such care and/or transportation, including medical and/or airlift evacuation and associated expenses. I agree to comply with the rule requiring all participants in international programs to obtain medical insurance that provides international coverage and all participants in United States-based programs to obtain medical insurance that provides U.S. coverage.

It is possible a program may need to be rerouted or an itinerary otherwise modified due to unforeseen circumstances, including Acts of God (such as earthquakes and weather concerns), public health risks (including but not limited to COVID-19), political unrest, and other developments that in Global Works' sole discretion, potentially pose a safety risk to me/my child. Global Works will make reasonable efforts to communicate such developments as quickly as possible. However, I agree to be responsible for all expenses incurred on participant's behalf associated with rerouting a program or modifying an itinerary.

I agree that Colorado substantive law (without regard to its "conflict of laws" rules) exclusively governs this Document, any dispute I/my child have with Global Works, and all other aspects of my/my child's relationship with Global Works, contractual or otherwise. I also agree that any legal proceeding must be filed only in the state court located in the County of Boulder, Colorado, which will be the sole jurisdiction and venue for any legal proceeding relating to or arising out of the Activities, this Document or otherwise. Before filing a lawsuit, I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator.

Cancellation and Refunds

I understand that Global Works reserves the right to cancel a program that does not enroll to a minimum level and/or in cases where travel to a destination has been deemed unsafe. Such determinations are made at the sole discretion of Global Works. When a program is canceled for safety concerns including, but not limited to, natural disasters, political unrest, or infectious disease outbreaks (including but not limited to COVID-19), the program tuition is refundable less the program deposit. Program deposits may be applied as a lifetime credit or transferred to a friend or family member. If a program is cancelled due to lack of enrollment, participant/parent may elect to change programs or receive a full refund (including deposit). Global Works is not responsible for any other costs, airfare, and incidental expenses incurred by a participant/parent preparing for a canceled trip. Further cancellation and refund details may be found in the Global Works Terms and Conditions, which I expressly agree to comply with and be bound by.

This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If a court or any other appropriate authority finds any portion of this Document to be invalid, all other portions of this Document will remain in full force and effect and binding upon the parties.

PARTICIPANT AND/OR PARENT OF A MINOR PARTICIPANT AGREE: I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND LEGALLY BINDING UPON ME, MY SPOUSE, PARTICIPATING CHILD AND OTHER CHILDREN, AND PARTICIPANT’S/PARENT’S OTHER FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES, SUBROGEES, ASSIGNS, AND ESTATE. ALL PARTICIPANTS MUST SIGN BELOW. IF PARTICIPANT IS A MINOR (THOSE UNDER 18 YEARS OF AGE), AT LEAST ONE OF THE PARTICIPANT’S PARENTS OR LEGAL GUARDIANS MUST ALSO SIGN BELOW.

I understand that my signature is valid and legally binding whether I choose to electronically sign, or sign a printable version of this Document.

Participant Signature	/Date	/Print name here	/Birthdate
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Parent/Guardian Signature of minor participant	/Date	/Print name here
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