

# Live the Osa, LLC

## CODES OF CONDUCT, ACKNOWLEDGEMENT OF RISKS & RELEASE OF LIABILITY

Name: \_\_\_\_\_  
Age at Date of Travel (must be 18 or older): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Day Phone: (     ) \_\_\_\_\_  
Evening Phone: (     ) \_\_\_\_\_  
Email address: \_\_\_\_\_  
If under 18, name of Parent or Legal Guardian: \_\_\_\_\_  
Emergency contact name: \_\_\_\_\_  
Emergency contact phone: \_\_\_\_\_  
Emergency contact address: \_\_\_\_\_  
\_\_\_\_\_

Are there any physical or mental conditions for which you have recently received medical treatment or for which you are currently receiving treatment? If so, please describe those conditions (attach page if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior to departure, all participants must read the *Live the Osa Handbook*, and agree to the below described **Codes of Conduct, Acknowledgement of Risks** and **Release of Liability** described below by reading and signing each section individually (Please read carefully: total of 5 signatures required).

### CODE OF CONDUCT

I, \_\_\_\_\_ (Print full name), agree to abide by the codes of conduct outlined below during my entire *Live the Osa* experience. I understand that any infraction to these policies can lead to termination of my participation in this program, upon the discretion of any *Live the Osa* staff or contracted staff member.

- 1) I will be open and aware of this different culture, and act with respect and dignity.
- 2) I will abide by all laws and standards of conduct for Costa Rica.
- 3) I will respect Marlen and her family and all guidelines for *El Ceibo* accommodations.
- 4) I will communicate my needs, desires and issues to Marlen to create the best possible experience for myself and the local communities.
- 5) I will take every opportunity to speak Spanish and immerse myself in the culture.
- 6) I will put 100% effort into my internship experience and communicate needs to Marlen and/ or internship host.

- 7) I will not bring guests back to the *Parcela el Ceibo*.
- 8) I will not return after dark by bicycle.
- 9) I will only return after dark with a person recommended by Marlen.
- 10) I will tell Marlen of any health or safety concerns as soon as possible.
- 11) I will use common sense during entire travel experience.
- 12) I will only stay at recommended hotels in San Jose.
- 13) I will take responsibility for my belongings at all times and not hold anyone liable for stolen or lost items.

**Signature X** \_\_\_\_\_

## **TERMS AND CONDITIONS**

Particularly since post September 11<sup>th</sup>, we need to be sensitive to security and safety that may affect international travel. We will take precautions to ensure the safety of our interns, however, it must be understood that security and safety can be compromised due to political instability, extreme inclement weather, risks to health, and other circumstances. Accordingly, *Live the Osa* reserves the right to cancel your trip at any point up to your date of departure. If circumstances arise during your trip that compromises the safety or security, your trip may be cut short.

In addition, *Live the Osa* expects all participants to respect their fellow volunteers and the residents of the community in which you will be staying. *Live the Osa* reserves the right to ask any participant to leave the community if the participant engages in acts of serious misconduct, including violations of *Live the Osa* policies, violations of the law (of the host country or sending country), and acts that are determined by *Live the Osa* to constitute serious misconduct.

If your trip is canceled or cut short, *Live the Osa* shall not be responsible for reimbursing you for your nonrefundable expenses. If you are asked to leave the community due to an act of serious misconduct, you shall do so at your own expense. We highly recommend that you invest in trip cancellation insurance if your trip will require extensive travel arrangements.

- 1) I will pay the program fee in full before six weeks prior to Osa arrival date. I acknowledge that I am subject to a late fee of \$50 if paid after set date.
- 2) If I terminate the trip early for any reason, I will not be refunded and I will incur any necessary expenses for travel changes.
- 3) If the *Live the Osa* terminates my trip early for any reason, I will not be refunded and I will incur any necessary expenses for travel changes.
- 4) If I decide to stay longer, I will pay Marlene in full for the extra weeks, giving her notice and payment at least two weeks in advance.
- 5) If I am in Costa Rica, not actively working as a *Live the Osa* intern, I will be considered a tourist with no affiliation to *Live the Osa* program.

**Signature X** \_\_\_\_\_

## **ACCEPTANCE OF RISK AND RESPONSIBILITY**

I have signed on as an intern for *Live the Osa* and I have read and signed the Code of Conduct and Terms and Conditions, and understand the risks of traveling within another country.

I understand and acknowledge that the activities in which I am about to voluntarily engage in as a participant has inherent risks, some known and some unanticipated, which could result in harm, injury (physical and mental), illness, disease, death, or damages to me or my property or to other third parties.

Some risks include:

- (1) Risks associated with climbing or working on facilities or at various sites, such as falling objects or slips resulting in falls from heights, or harm from other participants or equipment, resulting in possible injury which can include cuts, abrasions, sprains and trauma or death.
- (2) Acts or omissions, negligent or non-negligent of *Live the Osa* whether in instruction, protection, advice, or otherwise.
- (3) Latent or apparent defects or conditions in equipment, property or supplies, supplied by *Live the Osa* or others.
- (4) Use or operation by myself of any equipment
- (5) Acts of other participants in activities while in Costa Rica.
- (6) Weather conditions.
- (7) Any injury, physical or mental as a result of political unrest
- (8) Contact with facilities, paint or other hazardous materials, natural objects, animals, birds, ocean currents, or the like.
- (9) My own physical condition, or my own acts or omissions such as failure to follow instruction, failure to ask for instruction or clarifications.
- (10) First-aid, emergency treatment, rescue attempts, or other similar services rendered.
- (11) Consumption of food or drink during entire time in host country.

Being aware that this activities with *Live the Osa* entails risks of injury to myself and a risk of injury to other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself or to my property arising from my participation in this activity. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to other third parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks. I further acknowledge that *Live the Osa* has recommended that I purchase insurance to protect myself from any potential loss, injury, illness or death while participating in this program.

**Signature X** \_\_\_\_\_

**RELEASE**

I hereby voluntarily release and forever discharge *Live the Osa, LLC* and it's associated people (including but not limited to host families, internship host and all staff members) from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my activity/time with *Live the Osa*, including specifically but not limited to the negligent acts or omissions of *Live the Osa* or any and all injury, death, illness or disease, and damage to myself or to my property. I further agree, promise and covenant to hold harmless and indemnify the *Live the Osa* and it's associated people from all defense costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, death or property damage which I may negligently or intentionally cause to other third parties in the course of my participation in all activities.

**Signature X** \_\_\_\_\_

*For College Students Only:* My parents/ guardians are aware of my travel plans. They have received a copy of the *Live the Osa Handbook*, as well as this form. They understand that *Live the Osa* will not be held liable or responsible as outline in this document.

**Initials X** \_\_\_\_\_

**ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT**

I understand and acknowledge that by initiating and/or signing this document I have given up certain legal rights and possible claims which I might otherwise assert or maintain against *Live the Osa*, including specifically, but not limited to, rights arising from, or claims for, the acts or omissions, negligent in any degree, of *Live the Osa, LLC*.

I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and legal liability, including defense costs, for the claims or other legal demands which may be asserted by other third parties against me as a result of my participation in this activity.

I have read and understood this agreement between *Live the Osa, LLC* and myself. I understand that this is the entire Agreement and it cannot be modified or changed in any way by the representations or statements of any employee or agent of *Live the Osa, LLC*.

DATE: \_\_\_\_\_

SIGNATURE OF PARTICIPANT: \_\_\_\_\_