

# 豁免与责任解除协议

## 1. 参与前提与风险告知

- 鉴于参加“2026年橄榄树基金中国医疗行”（以下简称“活动”）存在受伤风险。
- 鉴于本人渴望并获得权利参加该活动。
- 本人在此代表本人及其继承人、遗嘱执行人、行政人员、受让人或个人代表（以下统称“免责人”或“我”，若未满18岁则包含其父母或监护人），知情且自愿签署本协议，放弃因参加活动而产生的任何形式的权利、索赔或诉讼。

## 2. 责任免除

- 本人在此解除并永远免除 **橄榄树基金会** 及其关联方、管理人员、成员、代理、员工、志愿者及继承人等（统称“受免责方”）的责任。
- 免责范围涵盖因参加活动直接导致的任何身体或心理伤害。
- 本人明确：本人是**自愿参加此活动，并完全自行承担风险**。

## 3. 风险详述

- 本人知晓国际旅行和人道主义工作的相关风险，包括但不限于：身体或心理伤害、疼痛、疾病（如新冠病毒、疟疾或其他地方性疾病）、残疾（包括瘫痪）、经济损失、财产损坏甚至死亡。
- 这些后果可能源于本人或他人的疏忽、往返途中的交通状况或活动现场的环境。
- 尽管如此，本人承担参与活动的所有已知和未知的相关风险。
- 本人承认在中国国内的偏远地区可能面临医疗设施有限、法律制度差异及不可预测的政治或环境状况。

## 4. 补偿与医疗授权

- 本人同意赔偿并保护受免责方免受任何由本人或他人代表本人发起的索赔、诉讼或行动（包括律师费）。
- 受免责方不对任何代表其开展活动的第三方的错误或失职行为负责。
- **医疗授权：**若本人需要医疗护理，本人授权组织方提供必要的紧急救护（如急救、心肺复苏、AED使用、紧急转运等），并共享医疗信息。
- 本人同意承担所有相关费用，并确认本人负责购买个人健康保险。

## 5. 参与准则与法律适用

- 本人承诺仅在身体健康且经过适当培训的情况下参加，并遵守所有安全指令。
- 本协议受**美国北卡罗莱纳州法律管辖**。即使活动在中国进行且当地法律可能有所不同，仍适用此法律。
- 如果协议中的任何条款被判定无效，其余条款依然有效。

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## 签署部分

### 紧急联系人信息：

联系人姓名: \_\_\_\_\_ 关系: \_\_\_\_\_ 电话: \_\_\_\_\_

邮箱: \_\_\_\_\_ 中国国内联系方式: \_\_\_\_\_

### 参与者信息：

参与者姓名: \_\_\_\_\_ 电话: \_\_\_\_\_ 邮箱: \_\_\_\_\_

地址: \_\_\_\_\_

中国国内联系方式: \_\_\_\_\_

签名: \_\_\_\_\_ 日期: \_\_\_\_\_

### 未成年人父母/监护人豁免（若参与者未满18岁）：

- 监护人确认身份并无保留地代表未成年人同意上述条款。

监护人姓名: \_\_\_\_\_ 电话: \_\_\_\_\_ 邮箱: \_\_\_\_\_

地址: \_\_\_\_\_

中国国内联系方式: \_\_\_\_\_

签名: \_\_\_\_\_ 日期: \_\_\_\_\_

\_\_\_\_\_

## WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury that exists while participating in the **Olive Tree Foundation China Medical Tour** (hereinafter the “Activity”); and in consideration of my desire to participate in said Activity and being given the right to participate in same;

I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I” or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation in the Activity.

I HEREBY release and forever discharge **Olive Tree Foundation**, and its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively “Releasees”), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY AND DO SO ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH INTERNATIONAL TRAVEL AND HUMANITARIAN WORK, INCLUDING BUT NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS (INCLUDING INFECTIOUS DISEASES SUCH AS COVID-19, MALARIA, OR OTHER LOCAL ILLNESSES), DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, PROPERTY DAMAGE, AND DEATH. THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN, OF MY PARTICIPATION.

I further acknowledge that international travel to **China** may involve limited medical facilities, transportation risks, differing legal systems, and unpredictable environmental or political conditions. I understand these risks and agree to proceed voluntarily.

I further agree to indemnify, defend, and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever, including attorney’s fees and costs, brought by me or anyone on my behalf.

I acknowledge that Releasees are not responsible for errors, omissions, acts, or failures to act of any third party conducting a specific event or activity on behalf of Releasees. In the event I require medical care or treatment, I authorize **Olive Tree Foundation** to provide all emergency medical care deemed necessary, including but not limited to first aid, CPR, AED use,

emergency transport, and sharing of medical information with personnel. I agree to assume all related costs and understand that I am responsible for carrying my own health insurance.

I further agree that I will not participate unless I am medically able and properly trained, and that I will follow all safety and health instructions given by **Olive Tree Foundation** representatives.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE AFRICA CRIES OUT AND ALL AFFILIATED PERSONS OR ENTITIES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent permitted by law, this release also covers ordinary negligence on the part of Africa Cries Out, its agents, and employees.

This Release shall be governed by and interpreted under the laws of the State of **North Carolina**, USA, without regard to conflict-of-law principles. I understand that while this agreement is governed by **North Carolina** law, activities take place in **China** and that local laws may differ.

If any provision of this agreement is found invalid or unenforceable, the remaining provisions shall remain in full effect.

#### **EMERGENCY CONTACT INFORMATION**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **PARTICIPANT INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness (optional): \_\_\_\_\_ Date: \_\_\_\_\_

#### **PARENT / GUARDIAN WAIVER FOR MINORS**

If the participant is under 18 years of age, this release must be signed by a parent or guardian: I hereby certify that I am the parent or guardian of \_\_\_\_\_ and give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_