

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE MEDLIFE, INC. AND CERTAIN OTHERS.

DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

**MAINE EDUCATIONAL TOUR PARTICIPANT
RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK,
INDEMNITY AND USE OF NAME OR LIKENESS AGREEMENT**

This EDUCATIONAL TOUR PARTICIPANT RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK, INDEMNITY AND USE OF NAMES OR LIKENESS AGREEMENT (the “Agreement”) is entered into between Medlife, Inc. (“Medlife”) and the individual signing this Agreement (“Participant”).

By executing this Agreement, the Participant hereby acknowledges and agrees to the following:

1. Medlife is a Maine nonprofit corporation that provides educational journeys, service learning trips, field courses and other experiential learning opportunities to students and others (each such journey, trip, course or opportunity, an “Educational Tour”) to under-resourced destinations in certain developing countries, including without limitation Peru, Ecuador, Nicaragua, and Tanzania, where Educational Tour participants work hand in hand with local community members at specific activities, including without limitation mobile medical clinics, development projects and educational projects.
2. Participant’s Educational Tour begins upon Participant’s arrival at the final destination airport on the start date for such trip, and ends upon Participant’s return to such airport for the return journey on the end date for such trip. Participant is responsible for arranging all transportation before and after the Educational Tour.
3. AN EDUCATIONAL TOUR IS A PHYSICALLY DEMANDING UNDERTAKING IN A DEVELOPING COUNTRY. TRAVEL IN DEVELOPING NATIONS IS NOT SIMILAR TO TRAVEL WITHIN THE UNITED STATES, CANADA OR WESTERN EUROPE. Travel in the nations in which Educational Tours occur can involve inconvenience and risk, including, but not limited to, exposure to endemic contagious diseases (including without limitation tuberculosis, malaria, typhoid fever, rabies, and HIV/AIDS), different hygienic standards and practices, different food safety standards and practices, different traffic, road and vehicle safety standards and practices, forces of nature, geographic and climatic conditions, infrastructure problems (such as road maintenance, transportation delays, and accommodation condition), civil unrest, vandalism, crime, political instability and terrorism. THE NATURE OF THE ACTIVITIES THAT PARTICIPANT MAY ENGAGE IN ON A EDUCATIONAL TOUR, INCLUDING WITHOUT LIMITATION VISITING OR PROVIDING ASSISTANCE AT LOCAL HEALTH CLINICS, TRAVEL AND RESIDENCE WITHIN THE HOST COUNTRY, PARTICIPATION IN ACTIVITIES TAKING PLACE IN PUBLIC PLACES IN THE HOST COUNTRY, AND PARTICIPATION IN COMMUNITY SERVICE PROJECTS, WILL INEVITABLY EXPOSE PARTICIPANTS TO THE RISKS INHERENT IN SUCH ACTIVITIES, INCLUDING RISKS ASSOCIATED WITH EXPOSURE TO SICK OR INJURED PEOPLE (WHO MAY OR MAY NOT SHOW EXPLICIT SYMPTOMS OF ILLNESS) IN REMOTE AND UNDER-RESOURCED AREAS

OF DEVELOPING COUNTRIES, RISKS ASSOCIATED WITH PATIENTS, MEDICAL WORK AND MEDICAL FACILITIES IN REMOTE AND UNDER-RESOURCED AREAS OF DEVELOPING COUNTRIES, AND RISKS ASSOCIATED WITH CONSTRUCTION WORK AND PHYSICAL LABOR IN REMOTE AND UNDER-RESOURCED AREAS OF DEVELOPING COUNTRIES. IN THE CASE OF ILLNESS OR INJURY, MEDICAL SERVICES OR FACILITIES MAY NOT BE READILY AVAILABLE OR AVAILABLE AT ALL, AND IF AVAILABLE, MAY NOT BE EQUAL TO STANDARDS IN PARTICIPANT'S HOME COUNTRY. Each Educational Tour destination and host country presents different risks relating to health, safety, communicable diseases, crime and unrest. Participant has reviewed up to date information regarding such host country and specific Educational Tour destination, including by review of specific information found at the Centers for Disease Control and Prevention's Traveler's Health website at www.cdc.gov/travel, and the United States State Department's International Travel website at www.state.gov/travel.

4. Without limitation, Medlife and its affiliated companies, parents and subsidiaries, partners and persons acting on its behalf, together with each director, officer, employee, volunteer, sponsor, independent contractor, agent, and authorized representative thereof Medlife and all such other persons (collectively referred to herein as the "Tour Providers") are not responsible for any harm, injury, loss or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to: disease; epidemic or the threat thereof; traffic or other accidents; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; dangers associated with bites from animals, insects or pests; sanitation problems; food poisoning; acts of government; acts of war; civil unrest, insurrection or revolt; strikes or labor unrest; criminal, terrorist or threatened terrorist activity of any kind; mechanical or other failures of transportation; acts of God; forces of nature; and events of force majeure.

5. PARTICIPANT HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS MEDLIFE AND THE OTHER TOUR PROVIDERS (THE "RELEASED PARTIES") FROM, AND AGREES NOT TO SUE THE RELEASED PARTIES FOR, ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LAWSUITS, SETTLEMENTS, JUDGMENTS, DAMAGES, LOSSES, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ATTORNEYS' FEES) ON ACCOUNT OF OR ARISING OUT OF ANY AND ALL PERSONAL INJURY, ILLNESS, DEATH, BODILY INJURY, MENTAL ANGUISH, EMOTIONAL DISTRESS, PHYSICAL, PROPERTY OR OTHER DAMAGE THAT PARTICIPANT MAY SUFFER FROM ANY CAUSE WHATSOEVER ARISING FROM OR RELATED IN ANY WAY TO PARTICIPANT'S PARTICIPATION IN ANY EDUCATIONAL TOUR, INCLUDING WITHOUT LIMITATION ANY SUCH INJURY, ILLNESS, DEATH, ANGUISH, DISTRESS OR DAMAGE ARISING FROM OR RELATED IN ANY WAY TO THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES. Participant further agrees to release, indemnify and hold harmless the Released Parties from any and all claims, demands, actions, lawsuits, settlements, judgments, damages, losses, costs and expenses on account of or arising out of any disease, epidemic or the threat thereof, traffic or other accidents, lack of access to or quality of medical care, difficulties in evacuation in case of a medical or other emergency, bites from animals, insects or pests, sanitation problems, food poisoning, acts of government, acts of God, war (whether declared or undeclared), civil unrest or instability, terrorist activities or threats of terrorist activities, incidents of violence, public health issues or quarantine or threats of public health issues, strikes, government restrictions, fire or severe weather conditions that make it impossible or commercially unreasonable in the

opinion of Medlife to operate or continue the Educational Tour, or the acts or omissions of any other agents over which the Released Parties have no direct control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents.

6. Participant will abide by all rules and regulations of Medlife for participants in Educational Tours, and any directions provided by any representative of Medlife during the Educational Tour. Participant will comply with all local and national laws when abroad, including without limitation those concerning drugs and alcohol. If Participant fails to comply with any such local or national laws, even unintentionally, Participant may be expelled from the Educational Tour without any right to refund, sent home at Participant's own expense, and Participant may be further subject to enforcement of such laws by the host country.

7. If Participant becomes ill or incapacitated, the Tour Providers may take any action they deem necessary for Participant's safety and well-being, including securing medical treatment (at Participant's own expense) and transporting Participant home. Medlife and the Tour Providers have the right, in their sole discretion, to contact the Participant's designated medical or emergency contact person with regard to health issues or any matter whatsoever that relates to Participant's Educational Tour. These rights transcend any and all privacy regulations that may apply in any jurisdiction. In the event of a medical emergency, Medlife and any other Tour Provider may attempt to cause appropriate treatment to be administered, and the Participant authorizes them to do so. Neither Medlife nor any Tour Provider, however, makes any representation or warranty that any such party will be able to cause effective (or any) emergency treatment to be administered.

8. It is Participant's responsibility to secure the necessary travel documents (passport and visa[s]). Failure to do so does not constitute grounds for a refund.

9. This agreement and the terms and conditions set forth on Medlife's website and any other Medlife forms, constitute the entire agreement between Participant and Medlife with reference to the subject matter herein, and Participant does not, and will not, rely upon any promises, inducements or agreements not explicitly set forth herein, including but not limited to any oral statements made by any agents or employees of Medlife or any other Tour Provider, or any other person. This agreement may be amended or modified only in writing, signed by each of Participant and a duly authorized officer of Medlife. The waiver by Medlife of any provision of this Agreement shall in no way affect the remaining provisions of this Agreement.

10. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the substantive laws of the State of Maine. In the event of any claim, dispute or proceeding arising out of Participant's relationship with Medlife, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the State of Maine and of the United States District Court for the District of Maine. The laws of the State of Maine contain certain limitations on liability for charitable organizations and their officers, directors and trustees; Medlife does not, and will not, waive the benefit or protection of any such provisions of Maine law.

11. Participant understands and consents that Medlife and the other Tour Providers may use any film, video, audio or other recording or other likenesses taken of Participant and any of Participant's comments

while on an Educational Tour (the “Personal Materials”) for future publicity, including the right to distribute and exhibit these throughout the world without charge or restriction. Participant hereby releases Medlife and each Tour Provider from any and all claims for damages arising or related to the use of any Personal Materials.

12. By signing this Agreement electronically, Participant represents that Participant is 18 years or older.

PARTICIPANT ACKNOWLEDGES AND REPRESENTS THAT PARTICIPANT (A) HAS FULLY READ THIS AGREEMENT AND PARTICIPANT HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING ITS TERMS; (B) FULLY UNDERSTANDS THE TERMS OF THE AGREEMENT; (C) UNDERSTANDS THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE AGREEMENT AND HAS SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE; AND (D) INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREES THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.