

# Builders Beyond Borders, Inc. ("B3") – Advisor Form

                

Advisor Last Name

                

First Name

 

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## ➤ 2023- 2024 Policy Statement Authorization and Release (the "Statement")

The attached Statement contains important information - read it carefully and acknowledge your agreement with its terms by signing below. Any dispute between Advisor and other third parties as to the Advisor's involvement with B3 brought to our attention may result in termination of Advisor's involvement. The attached Statement (pages 2-5) contains important information, AND EFFECTS YOUR LEGAL RIGHTS – read it carefully and acknowledge your agreement with its terms and conditions by signing below. ALL Community Service hours must be completed by January 1, 2024. If, as with students, hours are not completed by January 1, 2024, you will not be able to travel with your team and will forfeit ALL money in your account. In addition ALL Advisors are responsible or selling/buying 12 B3 Raffle tickets to support Builders Beyond Borders.

A fully executed original of PAGE 1 (only) including current credit card information and signature must be returned to the B3 office BEFORE Advisor will be placed on a team or can participate in any B3 activities.

RETAIN PAGES 2 TO 5 FOR YOUR RECORDS.

By signing below, I attest to having read, understood and agreed with all terms and conditions put forth in pages 2 to 5 by Builders Beyond Borders, Inc.:

Advisor Signature:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## ➤ Credit Card Information

As explained in Section 1 of this Agreement and in the B3 Advisor Application, B3 requires each Advisor to submit an application fee with their application (this fee is refundable if applicant is not placed on a team). The total program cost will be due November 15, 2023. If the deadline is not met, B3 will charge the credit card provided below the amount necessary to bring the Advisor's outstanding balance to ZERO. Additionally, the Advisor will NOT be placed on a team until Page 1 (this page) is completed and returned to the B3 office.

American Express     
  Visa     
  M/CExpiration Date (MM/YY):   /

Account Number

Name on Card: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP:

X \_\_\_\_\_

Signature of Card Holder

Date

**Return this signed page (only) to Builders Beyond Borders, 66 Fort Point St., Norwalk, CT 06855**

## ➤ 2023- 2024 Policy Statement Authorization and Release (the “Statement”)

### Section 1: RULES AND POLICIES

(A) SERVICE ORIENTATION: B3 is a way of life, not just a trip once a year. The program is about growth through service to others and developing leadership and team building. Advisors are expected to bring to B3 a cooperative, service-oriented attitude and a respect for members of their team, all things B3, and the residents of the country they are visiting. B3 sets high standards of conduct that Advisors must meet at all times.

(B) EVALUATION PROCESS: Advisors will be subject to an on-going evaluation process of behavior, attitude, work ethic, meeting stated payment deadlines and community service hours requirement. Advisor's failure to meet the required standards of personal conduct may result in not being asked to join the program again in the following year. If Advisor violates a "zero tolerance" policy, she/he will be immediately expelled from the program and unable to participate in future years. Final decisions on all invitations to return shall be made solely by the B3 Executive Director.

(C) B3 has a **ZERO TOLERANCE** policy covering the following conduct. Adult Advisors and B3 representatives are authorized to interpret and apply this policy as well as administering drug and alcohol tests. Violations that occur while teams are offshore will result in ADVISOR being sent home at their own expense and will result in permanent expulsion from the program.

**FOUL LANGUAGE/SWEARING** - Use of profanity is expressly prohibited during all B3 events, activities and trips.

**DRUGS & ALCOHOL** -The possession/purchase/use/distribution of drugs and alcohol is expressly prohibited during all B3 events, activities and trips.

**SEX**- No interpersonal sexual or romantic activity is permitted during all B3 events, activities and trips.

**SMOKING/VAPING** – B3 is a smoke free environment. The use, possession, purchase, and transport of any and all types of tobacco products and paraphernalia is strictly prohibited.

**HARASSMENT**- Taunting, intimidation, harassment or other derogatory act of any type as determined by a B3 Adult Advisor or B3 representative is expressly prohibited.

**UNLAWFUL ACTIVITY**- Unlawful activity of any kind at any time may result in immediate and permanent expulsion from the program.

(D) TIME COMMITMENT: B3 requires a significant commitment of time and energy for Advisors. Every Advisor is expected to attend ALL meetings, team retreats, and team events, as well as supporting all fundraising events. Any Advisor missing more than two meetings/retreats per program year may be removed from the program, forfeiting all funds in their account.

(E) COMMUNITY SERVICE: Every Advisor is required to volunteer for a minimum of six (6) hours of local B3 community service prior to January 1, 2024. Every team community service project must have at least two advisors from that team at the project. Failure to complete hours prior to the January 1, 2024 deadline will result in expulsion from B3, Advisor will not be able to travel with their team, and Advisor will forfeit all money in his/her account.

(F) PAYMENT MILESTONE DEADLINES: Advisor acknowledges the following payment deadlines: Initial program deposit/fee is due at time of application submission. Final payment is due November 15, 2023. Failure to meet deadlines may result in removal from the program. In the event that the final payment is not made by November 15, 2023, the balance will be charged to Advisor's credit card provided with this form.

(G) REFUNDS: Many trip expenses are incurred in advance of the actual travel dates to country/community sites, and must be paid on a non-refundable basis. For this reason, payments made to B3 by and on behalf of our program participants and Advisors are non-refundable. There will be **NO REFUNDS** for any money earned (fund-raising efforts, solicitation of on line donations, matching corporate funds, etc.) at any time if Participant voluntarily leaves or is expelled from the program for any reason. If offshore building trips are scheduled then cancelled for any reason, including escalation of public health and safety concerns in the offshore destinations, then B3 will make every effort to pass along to Advisor's pro rata shares of amounts refunded to B3. As indicated above, payments for air tickets, construction materials and in-country logistics made by B3 to local vendors are not likely to be recoverable. **THERE ARE NO REFUNDS OR CREDITS ISSUED AFTER 10/01/23 FOR ANY REASON.**

(H) ADVISOR ACCOUNTS: Funds in Advisor's account are non-transferable and non-refundable. Excess amounts from fund-raising in prior years may be credited to the Advisor's account for the following year. These funds cannot be transferred to another Advisor or Student's account.

(I) ACCURACY & ACCEPTANCE INTO PROGRAM: All information regarding Advisor provided to B3 is trusted to be accurate and complete. Acceptance into the program is entirely at the discretion of B3.

(J) LIMITED/NO CELLPHONES: B3 students are not permitted to bring a cellphone abroad. It is highly discouraged that Advisors bring a cell phone while traveling as well. If Advisor must bring their cell phone, it must not be publicly displayed at any point and Advisor must limit its use and are expressly forbidden to post info to social media while in country.

(K) PARTICIPATION IN ANNUAL FUNDRAISER: Advisor is expected to buy and/or sell 12 raffle tickets to support the B3 annual fundraiser. If Advisor's religion does not allow the purchase or sale of raffle tickets, Advisor is expected to pay the amount equivalent to the value of the tickets assigned. The credit card on file will be charged for any unsold tickets as of May 4, 2024.

(L) COVID-19: We are no longer requiring Participants to be fully vaccinated. Should the Adult Advisor test Positive for COVID-19 in country, arrangements will be made for the B3 Adult Advisor to remain behind until that Adult Advisor receives a Negative test result. Participant (Adult Advisor) will cover any additional expenses incurred. These expenses may include any change fees with the airlines, hotel, food, or any other expenses associated with the extended stay. B3 also reserves to right to require vaccinations should it become a requirement for either our host country or to return to the US.

M) CONFIDENTIALITY: The following exceptions to maintaining confidentiality are mandated by law. If a Participant discloses that they intend to inflict bodily harm to themselves or another person, or pose risk to public safety, B3 will bring that information to appropriate resources either within the organization or to outside officials. If we felt a participant were an immediate danger to themselves or others, we may disclose health information about that participant to the authorities, as well as alert any other person who may be in danger.

## BACKGROUND CHECKS

B3 conducts a background check on ALL individuals applying to be an Adult Advisor. By signing Page 1, you authorize LexisNexis Services Inc., on behalf of B3, to procure an "investigative consumer report" which may include information regarding your character, general reputation, or personal characteristics. This report may be compiled with information from court records repositories, departments of motor vehicles, past or present employers and educational institutions, governmental occupational licensing or registration entities, business or personal references, and any other source required to verify information that you have voluntarily supplied. You may request a complete and accurate disclosure of the nature and scope of the background verification; to the extent such investigation includes information bearing on your character, general reputation or personal characteristics.

BACKGROUND VERIFICATION DISCLOSURE: This is used to inform you that a consumer report is being obtained from a consumer reporting agency for the purpose of evaluating you for volunteer service or a contracted position, including retention as a volunteer or independent contractor.

Details concerning any of the above are available upon request through the B3 staff.

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## Section 2: WARNING AND ASSUMPTION OF RISK

Advisor desires to work as a B3 volunteer and engage in activities related to being a volunteer both within and outside of the United States (the "Activities"). The undersigned understand that Activities may include construction and rehabilitation of buildings involving significant physical exertion and the use of tools, and that there are risks and potential dangers associated with the travel and the Activities undertaken on B3 trips and projects. The undersigned are aware that Advisor will be transported by air as well as by other methods, including bus, in countries where safety standards are often less demanding than in the United States.

The undersigned understand that the Activities may include work that may be hazardous to the Advisor, including, but not limited to, construction, building, painting, working with tools, loading and unloading and transportation to and from project worksites outside the United States. The undersigned also understand that the Activities may include recreational pursuits with inherent physical challenges, risks and dangers, including, but not limited to, wilderness adventure, water sports, rock climbing, kayaking and other trips and activities organized by B3 or otherwise which may involve travel via public carrier or other vehicles. The undersigned also understand that the Activities may include involvement with various fundraising activities.

The undersigned further understands that participation in a B3 program/trip and the Activities/Events may expose the Advisor to known and unknown or unforeseen health risks that can cause serious illness and death, including, but not limited to, the following non-exhaustive list of known illnesses and natural occurrences:

Insect-Borne Illnesses such as Yellow Fever; Dengue; Malaria; Chagas Disease; Chikungunya Virus; Zika Virus; Bancroftian and Malayan Filariasis; Onchocerciasis; Visceral Leishmaniasis (Kala-Azar); Cutaneous Leishmaniasis (New World Vairty); Mucocutaneous Leishmaniasis (Espundia); Sand Fly Fever; Plague; and Relapsing Fever.

Food-Borne Illnesses such as Cholera, Hepatitis A, Typhoid, Escherichia coli (E. coli), Salmonella, Campylobacter jejuni (C. jejuni), Shigella, Listeria monocytogenes (L. monocytogenes), Vibrio, Clostridium botulinum (C. botulinum), Norovirus, Cryptosporidium parvum, Giardia intestinalis, Trichinella spiralis, Staphylococcus aureus

Other illnesses such as Hepatitis B, Rabies, tuberculosis (TB), and human immunodeficiency virus (HIV) and those arising from infection with the novel coronavirus, COVID-19 and its variants.

Additional information about health risks and diseases can be found at the websites for the Center for Disease Control (CDC) and the U.S. Department of State, links to which are as follows:

- CDC - <http://www.cdc.gov> and <http://wwwnc.cdc.gov/travel>
- Dept. of State - <http://www.state.gov> & <http://www.state.gov/travel>

Natural Disasters such as earthquakes, floods, volcanic eruptions, etc.

THE UNDERSIGNED CONFIRMS THE DESIRE TO HAVE ADVISOR PARTICIPATE IN B3, TO TRAVEL WITH TEAMS, AND TO WORK ON THE PROJECTS, AND PARTICIPATE IN THE ACTIVITIES, BOTH INSIDE AND OUTSIDE THE UNITED STATES, AND HEREBY UNDERSTAND AND FULLY ASSUME ANY AND ALL RISKS IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, THE POTENTIAL SHORT-TERM AND LONGTERM COMPLICATIONS AND CONSEQUENCES FROM BECOMING INFECTED WITH COVID-19.

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### Section 3: RELEASE FROM LIABILITY AND WAIVER OF RIGHTS

**\*\*THIS SECTION AFFECTS YOUR LEGAL RIGHTS\*\***

**PLEASE READ CAREFULLY BEFORE SIGNING.** DETAILS CONCERNING ANY OF THE TERMS AND CONDITIONS HEREIN ARE AVAILABLE UPON REQUEST THROUGH THE B3 STAFF.

The undersigned and his/her heirs, executors, administrators, and their assigns, (hereinafter, the "Undersigned") do hereby irrevocably release, waive, forever discharge and covenant not to sue and save and hold harmless and indemnify B3, B3 employees, the B3 Board of Directors, the B3 Officers, the B3 Adult Advisors, and all agents of B3, and B3 volunteers, and their successors and assigns (hereinafter, collectively, the "B3 Released Parties"), from any and all liability, claims, causes of action and other demands, including, without limitation, costs and attorneys' fees, of whatever kind or nature, either in law (based on any federal law, state law, foreign law, common law, statute or any other law, rule or regulation whatsoever) or in equity, whether jointly or severally, which now or hereinafter arise from, relate to, or are in any way connected with, Advisor's Activities with B3 or participation in B3. In particular, and for the avoidance of doubt, this Release includes, but is not limited to, any and all liability, claims, causes of action and other demands arising from, related to, or in any way connected with, NEGLIGENCE of the B3 Released Parties as set forth as follows:

#### **RELEASE FROM LIABILITY FOR NEGLIGENCE OF THE B3 RELEASED PARTIES**

THE UNDERSIGNED HEREBY IRREVOCABLY RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE AND SAVE AND HOLD HARMLESS AND INDEMNIFY FOREVER THE B3 RELEASED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION AND OTHER DEMANDS ARISING FROM, RELATED TO, OR IN ANY WAY CONNECTED WITH, NEGLIGENCE OF THE B3 RELEASED PARTIES.

By executing this Release, the Undersigned understand and agree that this Release discharges the B3 Released Parties from, among other things, any liability or claim that the Undersigned may have against any of them jointly or individually, and directly or indirectly, with respect to any personal injury, illness, death or property damage that may result from Advisor's Activities with B3 or participation in B3, including, but not limited to, personal injury, illness, death or property damage arising from, related to, or in any way connected with, NEGLIGENCE of the B3 Released Parties, including, but not limited to, any first aid, treatment, or service rendered in connection with Advisor's Activities with B3 or participation in B3.

The Undersigned also understand that the B3 Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

The Undersigned further agree that if the Undersigned, Advisor, or anyone on the Undersigned or Advisor's behalf makes a claim, whether direct or indirect, against the B3 Released Parties, the Undersigned will indemnify, save and hold harmless the B3 Released Parties from any litigation expenses, attorney fees, loss, liability, damage or cost that may be incurred as the result of such claim.

**Governing Law and Severability:** The Undersigned understand and agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Connecticut, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Connecticut. The Undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release that shall continue to be enforceable.

**Insurance:** B3 will purchase insurance for Advisor that provides limited coverage while Advisor is in the "Host Country" pursuant to the terms and conditions of the policy issued by International Medical Group, Inc. (the "Policy") or similar insurance. A copy of the Policy shall be made available for review by the Undersigned upon request to B3. The Undersigned understand and agree that the insurance provided under the Policy is the only 2023-2024 Policy Statement Authorization and Release (the "Statement")

insurance provided by B3 and that it is the Undersigned's responsibility, and not B3's responsibility, to purchase any additional insurance coverage not provided under the Policy that Advisor so desires.

Photographic Release: The Undersigned grant and convey unto B3 all right, title, and interest in any and all photographic images and video or audio recordings made by B3, and any submitted to B3 by Advisor, during Advisor's Activities with B3, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

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**Section 4: ALCOHOL AND DRUG POLICY; PERMISSION FOR DRUG-ALCOHOL TESTING**

B3 has a ZERO tolerance for drinking and drugs, and the purchase/transporting of alcohol or drugs. If a B3 Adult Advisor has reason to suspect a B3 Advisor is using alcohol or illegal drugs, appropriate punishment will be invoked while "in the field". In an effort to discourage any drug and alcohol use, B3 has instituted a random drug-testing program which will go into effect if the advisor team believes in their sole discretion that there has been drug or alcohol use by ANY participant while on the trip. We hereby give permission to B3 Adult Advisors to administer a drug or alcohol test to Advisor if they suspect or have reason to believe that drugs or alcohol have been used. The Advisor may be sent home at his/her expense. In addition, Advisor will not be permitted to return the following year. Advisor may not purchase or bring home alcohol, drugs or tobacco products.

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**Section 5: MEDICAL AUTHORIZATION AND INOCULATIONS**

Medical Treatment: The Undersigned confirms that Advisor has his/her physician's certification of good health and no physical, psychological and/or medical condition exists that would prevent him/her from participating fully in the Activities. Advisor's health history provided to B3 is correct and complete to the best of our knowledge, and we accept full responsibility for any consequences resulting from any incorrect or incomplete statements of such health history. I hereby give permission to B3 to provide routine health care, administer prescribed medications, and seek emergency medical treatment including ordering x-rays or routine tests, and agree to the release of any records necessary for treatment, referral, billing, or insurance purposes. Advisor understands that in the case of a serious medical emergency, B3 will make every reasonable attempt to contact Advisor's emergency contact representative. Advisor hereby gives permission to B3 or their agents to secure and administer treatment, including hospitalization, injections, anesthesia or surgery, for Advisor. The medical data provided to B3 may be made available for use of staff in the field.

Advisor confirms it is their responsibility, and not that of B3, for Advisor to obtain prior to the trip recommended inoculations and recommended medications, e.g., anti-malaria pills if appropriate..

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**Section 6: SIGNATURE**

**RETAIN THIS SIGNED PAGE FOR YOUR RECORDS**

By signing below and on Page 1, I attest to having read, understood and agreed with all terms put forth by Builders Beyond Borders, Inc.

Advisor:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

A fully executed PAGE 1 of this document must be returned to the B3 office before Advisor will be considered for admission into B3.

**RETAIN PAGES 2 THROUGH 5 (INCLUDING THIS PAGE) FOR YOUR RECORDS.**