



ACTS Africa Participant Agreement

We at ACTS Africa are committed to the health and safety of all participants who embark on our transformative journeys in Africa. To ensure your safety and the safety of others, we require all participants to agree to the code of conduct outlined in the participant agreement below.

THIS IS A LEGAL DOCUMENT THAT INCLUDES A RELEASE OF LIABILITY. PLEASE READ CAREFULLY BEFORE SIGNING.

In order to be permitted to participate, I hereby understand, agree, and represent that:

1. I will adhere to the trip timetable.

Participants are expected to follow the prescribed trip timetable and be in attendance as required.

2. I agree to observe my personal conduct and be culturally sensitive at all times. I will adhere to the guidance of my trip facilitator regarding attitude, appearance, and dress code. All participants are expected to behave responsibly and in such a manner that their actions or words are respectful of other cultures and do not equate to hate speech or any form of prejudice. Participants are required to be well-kempt and dress appropriately for each day of their trip. Some African communities, particularly those in peri-urban or rural areas, are very conservative. While many of these areas have exposure to Western culture and dress codes, participants are encouraged to be considerate of the traditionally conservative dress codes by covering shoulders and knees, and not wearing clothing that is revealing.

3. I will adhere to ACTS Africa's policy on alcohol, smoking, and illicit drugs.

3.1 The consumption of **alcohol** is limited only to persons aged 18 and above, as per the laws of our countries of operation.

- Participants are to stick to the legal age limit requirements and drink responsibly so as to conduct themselves in a manner that is not obstructive to the progress of the trip.
- The consumption of alcohol is prohibited on all modes of transport.
- The consumption of alcohol is prohibited in public spaces where no liquor license is held.

3.2. **Smoking** is limited only to persons aged 18 and above, as per the laws of our countries of operation.

ACTS Africa implores those who smoke to adhere to the regulations on smoking in public areas.

- Smoking is prohibited on all modes of transport and within accommodation facilities.
- Smoking is only permitted in designated areas.

3.3 Possession, use, and abuse of **illicit drugs or any other banned substances** are strictly forbidden irrespective of the age of the individual involved while they are participating in a trip.

4. I will adhere to ACTS Africa's policies regarding sexual conduct, harassment, and assault. ACTS Africa maintains that sexual harassment and/or assault in any form, be it verbal, physical, cyber, or otherwise, is unacceptable behavior regardless upon whom and where this type of behavior is inflicted. This includes participant behavior towards trip managers, facilitators, any ACTS Africa staff, and third-party providers.



- 5. I agree to be flexible and willing to adapt to differences or changes made to the trip itinerary. In line with this, I acknowledge that delays and alterations and their results (such as inconvenience, discomfort, or disappointment) are possible.**

While ACTS Africa makes every effort to ensure that all facilities and trip activities are available as specified on the trip itinerary, participants need to bear in mind that some situations are beyond ACTS Africa's control and adjustments may need to be made to ensure the continued running of the trip. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other circumstances, unforeseen or otherwise. No refunds will be given for services not utilized.

- 6. I agree to respect my surroundings and the property of others.**

Participants are expected to show respect for all persons and properties that they come into contact with on their trip, including but not limited to persons and facilities at accommodations, site visits, institutions, restaurants, and transport services. Participants may not cause damage to public property or the property of other persons.

- 7. I agree to adhere to ACTS Africa's emergency communication policy.**

In the event of an incident or emergency, trip participants should immediately contact the group leader on the ground. Should the group leader not be available, participants are to immediately contact the local trip facilitator. If neither the group leader nor the trip facilitator is available, participants should use the local ACTS Africa emergency number before contacting any other parties. Participants are advised not to use social media as a communication method in the event of an adverse incident relating to the trip. If a participant wishes to leave the trip of their own accord, this needs to be communicated to the group leader and the ACTS Africa trip facilitator in writing before the participant is permitted to do so.

- 8. I acknowledge that I have been advised to consult my medical practitioner before traveling to my destination.**

I confirm that I am aware of the required and/or recommended immunizations, inoculations, or medical preventative measures necessary to travel to my destination/s. I will ensure any medication I need to travel with is legal in the country I will be visiting.

- 9. I acknowledge that views and laws on gender and sexual diversity vary by country.** I understand that every culture within a country tends to have its own comprehension of sexuality. I, therefore, agree to take the responsibility to conduct the relevant research on the customs, norms, and laws around gender and sexual diversity of the country/countries that I am traveling to. Furthermore, I acknowledge the responsibility to not compromise my safety by violating cultural norms or the laws of the land.

- 10. I certify that I am medically able to participate in the trip.**

I certify that I do not have a medical condition that would endanger the health and safety of myself or others associated with the trip. I certify that I do not have any underlying medical conditions (such as diabetes, hypertension, immune system disorder, or kidney, heart, or lung disease) that may increase my

risk of severe illness with COVID-19. If I have any such, I agree to show documented proof from a registered medical practitioner that I have been cleared for travel and advised of the associated risks which I will incur of my own accord. I am aware of all my physical and mental health needs and I certify that I am capable and prepared to deal with those needs to the best of my ability. I also acknowledge the



responsibility to communicate with ACTS Africa and raise awareness of any need for support regarding my physical or mental health before I travel.

11. I am aware that I am required to secure personal travel and medical insurance while participating in the ACTS Africa trip.

If I am injured or become ill, ACTS Africa or its agents may secure hospitalization and/or medical treatment on my behalf, and I shall be responsible for paying all expenses related thereto. ACTS Africa is not obligated to pay for medical treatment or hospital care before, during, or after I participate in the trip. Furthermore, ACTS Africa is not responsible for the quality of treatment or care in cases where hospitalization and/or medical treatment need to be secured. I acknowledge responsibility for ensuring that my medical and travel insurance also covers any COVID-19 related illness or disruptions to travel.

12. I acknowledge that there are inherent dangers and health risks associated with the trip and travel activities such that no amount of care, caution, instruction, or expertise can eliminate.

Participants are advised to take precautions in unfamiliar areas and should not venture out on their own to participate in events that have not been endorsed as permissible on their trip. ACTS Africa is not responsible for any health risks, injuries, damages, or loss beyond its control.

13. I grant ACTS Africa, its representatives, and employees the right to take photographs and/or video material of me and my property during the trip.

Any likeness or image of myself secured or taken on any of ACTS Africa's trips may be used by ACTS Africa without charge in all media (whether now existing or in the future invented) for bonafide promotional or marketing purposes, including, without limitation, promotional materials of any kind; such as brochures, slides, video shows, and the internet.

14. I authorize ACTS Africa, its representatives, and employees to copyright, use, and publish images shared by me with ACTS Africa in print and/or electronically.

I expressly waive any rights I may have now, or in the future, to any revenue made with regards to the use of such images.

15. I acknowledge that ACTS Africa will accept liability for the willful negligence of its employees or agents causing direct or physical injury to trip participants only to the extent that it is obliged to do so under the relevant country's law.

ACTS Africa cannot be held responsible for any other mishap, accident, or force majeure to participants or their property, and in particular for the consequences or effects of flight cancellations, strikes, wars, robbery, riots, sickness, quarantine, acts of civil disobedience, government intervention or other such happenings. Participants traveling on vehicles owned by ACTS Africa are covered by passenger liability insurance and by participating in this trip you acknowledge that ACTS Africa has taken all responsible steps to safeguard its liability in this respect. Participants are strongly advised to obtain insurance against any other possible risk (including any disruptions related to the impact of COVID-19) that may occur and in particular, to ensure that sufficient insurance provision has been obtained in respect of any dependent and/or relatives.

16. I acknowledge that ACTS Africa shall not be liable for any damages caused by the total or partial failure to carry out the trip if such failure is:

16.1 Attributable to the passenger; or

16.2 Unforeseeable or unavoidable and attributable to a 3rd party unconnected to the company; or



16.3 A result of unusual or unforeseeable circumstances beyond the control of the company such as strikes, war, civil or political unrest, quarantine restrictions, acts of civil disobedience, government action or what is usually known as a “force majeure”; or

16.4 A result of an event that the company and its agents, even with all due care, could not foresee or forestall.

Where ACTS Africa is found to be liable for damages in respect of its failure to carry out the trip, the participant will be compensated accordingly. Any independent arrangements that a participant makes which are not part of the trip are entirely at their own risk.

17. I agree to the terms of trip termination.

ACTS Africa reserves the right to investigate the behavior of any participant and issue a formal warning before trip termination if a participant has caused offense or damage to property, persons, animals, or the environment, as stated in this agreement. If the offense is considered severe and/or breaks the laws of the country, ACTS Africa reserves the right to immediately terminate participation. In such a case, ACTS Africa will not be liable for any refunds or costs incurred due to the premature termination of the trip.

18. I acknowledge that all information that I have shared with ACTS Africa is accurate. ACTS Africa will not be held responsible for any inaccurate information provided or the consequences thereof.

19. I agree that ACTS Africa may use the contact details I provided and pass them on to any third party connected with the operation of the specific trip on which I am participating. Contact information will only be used for emergency purposes and will not be shared with any other irrelevant parties.

20. I understand that I have the right to lodge a formal written complaint and/or to report an incident during or after the duration of my trip. This can be done by contacting the trip facilitator or emailing ACTS Africa at info@actsafrica.com

21. I acknowledge that I have read ACTS Africa’s Child Protection Policy Document Extract and that I am willing to abide by the policy guidelines as stated therein.

22. This agreement supersedes any previous or contemporaneous understandings that I have had with ACTS Africa or its agents, either oral or written.

23. I understand that I am also subject to my host institution’s (where applicable) policies, procedures, rules, standards, and instruction at all times during my participation on the trip and its activities.

24. I represent that my agreement to the provisions herein is wholly voluntary and further understand that, before accepting this agreement, I have the right to consult with the advisor, counselor, or attorney of my choice.

25. I represent that I am at least 18 years of age, or if not, that I have informed my parents/legal guardians/next of kin of this agreement and my participation on this trip.