

PARTICIPATION AGREEMENT FOR CULTURAL IMMERSION ECO-TOUR

SISTER COMMUNITIES OF SAN RAMÓN, NICARAGUA, INC.

&

GREENHOPE PROPERTIES, S.A. (FINCA ESPERANZA VERDE)

INCLUDING RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

PLEASE READ THIS AGREEMENT CAREFULLY; IT HAS IMPORTANT LIMITATIONS ON

YOUR RIGHTS IN CASE OF INJURY, ILLNESS OR OTHER LOSS OR DAMAGE

This Participation Agreement and Release (the “**Agreement**”) is made by the undersigned participant (including each minor participant identified below, each a “**Participant**”) for the benefit of the following parties (the “**Beneficiaries**”): (i) Sister Communities of San Ramón, Nicaragua, Inc., a North Carolina non-profit corporation (“**SCSRN**”), (ii) Greenhope Properties, S.A. – Finca Esperanza Verde (**FEV**) (iii), Andrew Russell and Vivianne Arango (the “**FEV Proprietors**”), (iv) the affiliates of SCSRN and FEV, (v) the respective directors, advisors, officers, employees, agents and representatives of SCSRN, FEV or their affiliates, or of the FEV Proprietors, (vi) volunteers acting as leaders or guides for groups or functions under arrangement with SCSRN, FEV or the FEV Proprietors or their respective affiliates and (vi) to the extent any of the other Beneficiaries would be legally responsible for them, any independent contractor engaged by another Beneficiary in connection with an Eco-Tour (as defined below).

Recitals

SCSRN is a non-profit corporation qualified as a charity under Section 501(c)(3) of the federal Internal Revenue Code of the United States of America. SCSRN’s mission is to further the collaboration between San Ramón, Nicaragua and its partner communities in the United States of America to provide educational opportunities and people-to-people connections through: (i) the development of educational projects to address community-identified needs in San Ramón, (ii) the promotion of Eco-tourism and hands-on cultural immersion travel, (iii) undertaking community service projects and (iv) the provision of experiential learning programs.

FEV is an operation involving a coffee farm and adjacent land (the “Finca”) in the vicinity of San Ramón. The broader mission of FEV is to support and participate in efforts to improve the quality of life in rural Nicaragua while helping to preserve and foster the local culture and natural environment.

SCSRN addresses many of its objectives by sponsoring cultural immersion eco-tours to San Ramón, the Finca and surrounding area. SCSRN entered into an agreement with FEV by which FEV will provide certain hospitality and tourism services to SCSRN and the Participants. An eco-tour, and all activities of any nature conducted by SCSRN, FEV or the FEV Proprietors in connection with any eco-tour program, is referred to as the “Eco-Tour”.

SCSRN has arranged for FEV to provide lodging and certain other services to Eco-Tour Participants. SCSRN is not responsible for FEV’s performance of its services. FEV is not involved in or responsible for activities and services provided or arranged by SCSRN as part of an Eco-Tour that are not provided by FEV. Volunteers among tour group Participants serve as group leaders and undertake certain supervisory responsibilities. The willingness of volunteers to serve in such capacities is in reliance on the protection against personal liability to Participants (or to SCSRN and FEV) provided by this Agreement.

The Participant desires to participate in an Eco-Tour (as set forth in a separate Reservation Form provided to SCSRN and FEV). Participant understands that such participation is conditioned on Participant's agreement to the terms of this Agreement. This Agreement does not bind SCSRN or FEV to conduct any Eco-Tour for which participant has submitted a Reservation Form. Confirmation of the Eco-Tour and Participant's acceptance into a specific Eco-Tour will be as shown in a confirmation form issued by SCSRN. Scheduled Eco-Tours are subject to cancellation as provided in the Eco-Tour Registration form.

As noted in Section 9 below, this Agreement applies to minor Participants by execution on behalf of a minor by an adult Participant having authority to do so.

Provisions

In consideration of and as part payment for the right to participate in an Eco-Tour, I agree (for myself and on behalf of any minor for whom I have authority, as indicated below) as provided in this Agreement.

Section 1. Recognition and Assumption of Risks; Release.

(a) I understand that an Eco-Tour, and travel to and from Nicaragua, involves risks. The risks include (among others): the hazards of traveling in remote or mountainous terrain; the risk of encountering animals or other creatures that could harm me; accident or illness in remote places without readily available transportation, medical facilities or treatment; forces of nature; hazards of war, civil insurrection, terrorism and street crime. I know that the injuries and illness, or damage to or loss of property, and other harm (“**Adverse Consequences**”) can occur by natural causes or by the activities of other persons (including the Beneficiaries), and that the Adverse Consequences can occur as a result of negligence or even when due care has been taken by myself or others, or could result from the intentional conduct of others.

(b) I understand that water supply and services and facilities available for sanitation and personal hygiene in Nicaragua, and medical personnel and facilities available for my care, may not be consistent with standards in the United States. I understand that I might encounter things to which I am allergic. Communicable diseases also vary by country, and Participants are responsible for investigating public health matters.

(c) I understand that airports, roads, railroads, highways, bridges, buildings and other man-made structures, as well as motor vehicles, aircraft, boats and other conveyances may not be constructed or maintained up to standards customary in the United States.

(d) I understand that group leaders who are among my group have received basic orientation and information regarding potential health and safety considerations, but they do not necessarily possess special skill or training that might be useful to avoid danger or to prevent or ameliorate any Adverse Consequences affecting me. I understand that I am assuming the risk of decisions they make that might lead to Adverse Consequences, and waiving any claim I have against them.

(e) Eco-Tour travel and activities can be strenuous. I agree that it is my sole responsibility to be familiar with and capable of handling the physical and mental demands associated with the travel and activities. I agree that SCSRN, FEV or any group or trip leader may prohibit me from participating in any activity if the responsible person determines, in his or her discretion, that I might be physically or mentally incapable of participating or continuing without jeopardizing my own or any other person's safety. I agree to abide by such decisions.

(f) I will have obtained before my departure all medical advice, inoculations or other treatment, medicines or other health precautions, that I require for my participation (or for the participation of any minor accompanying me). I understand that the Beneficiaries do not provide medical facilities, treatment or advice, and that health care facilities for serious problems are often unavailable locally, and may require travel to

Managua. I understand that none of SCSRN, FEV or the other Beneficiaries is responsible for medical care, the cost of any medical care, or costs associated with travel to obtain medical care.

(g) I understand that events such as airline or hotel cancellations, delays and other adverse travel or accommodation events might occur, and I will not hold any Beneficiary financially liable in any way for those events. I am responsible for obtaining any trip cancellation insurance I require.

(h) I understand that the risks identified in this Section 1 are not all of the risks attendant to participation in the Eco-Tour or related travel.

(i) I HEREBY AGREE TO ASSUME ALL RISKS OF ADVERSE CONSEQUENCES ARISING IN CONNECTION WITH AN ECO-TOUR (INCLUDING ALL TRAVEL), AND I HEREBY UNCONDITIONALLY RELEASE THE BENEFICIARIES FROM ALL CLAIMS AND LIABILITIES OF ANY KIND WHATSOEVER, AT LAW OR IN EQUITY, (1) ARISING FROM THE NEGLIGENCE OF THE BENEFICIARIES OR ANY OF THEM (AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, ARISING FROM ANY OTHER ACT OR OMISSION BY A BENEFICIARY) IN CONNECTION WITH AN ECO-TOUR AND RELATED TRAVEL, AND (2) ARISING IN ANY OTHER MANNER NOT ADDRESSED IN CLAUSE (1) IN CONNECTION WITH AN ECO-TOUR AND RELATED TRAVEL. I INTEND THIS RELEASE TO APPLY BROADLY, AND THAT THE IDENTIFICATION OF RISKS AND CAUSES IN THIS AGREEMENT IS NOT INTENDED TO LIMIT THE SCOPE OF THE ASSUMPTION OF RISKS OR THE SCOPE OF THIS RELEASE.

Section 2. Indemnification. If the release I have granted on behalf of a minor is determined to be ineffective against, or is disavowed by, the minor, I agree to indemnify the Beneficiaries for any resulting loss, damages, or other expense (including reasonable attorneys' fees) incurred by any of them as a result of a claim by such minor.

Section 3. Insurance. I understand that I must be covered by medical insurance. I understand that my regular medical insurance might not cover expenses outside of the United States or the expense of medical emergency evacuation. I understand that SCSRN requires that I obtain "MedEvac" insurance, and it is my responsibility to acquire a policy that I consider suitable for me. **SCSRN is not responsible for the performance of any insurer, including those issuing a "MedEvac" or similar medical insurance policy.**

Section 4. Arbitration. I IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT I MIGHT HAVE TO TRIAL BY JURY OF ANY CLAIM ARISING FROM PARTICIPATION IN AN ECO-TOUR. If I have any claim against or dispute with a Beneficiary, I agree that we will resolve by binding arbitration any and all claims or disputes of any kind whatsoever arising out of or relating in any way to my participation in the Eco-Tour or under this Agreement. If a party desires to demand arbitration, the party shall give notice to the other in writing. The parties will attempt to agree upon the designation of an arbitrator. If the parties do not reach agreement regarding designation of an arbitrator within twenty days of the written notice, the arbitrator shall be selected pursuant to the commercial rules then in effect of the American Arbitration Association. Procedures concerning the arbitration shall be by agreement of the parties, but in the event the parties are unable to agree, the procedures shall be pursuant to the commercial rules then in effect of the American Arbitration Association. All arbitration proceeding will take place in Durham, North Carolina, U.S.A.

Section 5. Governing Law. This Agreement is effective upon receipt by SCSRN in Durham, North Carolina, and is considered made in North Carolina. This Agreement, both with respect to interpretation and matters of performance or breach (and remedies), is to be governed by North Carolina law, other than principles of conflict of laws that would have a different result as to controlling law.

Section 6. Construction. The parties agree that the provisions of this agreement shall not be construed in favor or against any party on the basis that the party drafted the agreement. In the event that any clause or provision of this agreement shall be held invalid, the remaining provisions shall remain in full force and effect.

Section 7. Binding Effect. I understand and agree that this agreement is binding upon my heirs, executors, administrators and assigns, and is also made on behalf of the minor(s) accompanying me on the Eco-Tour who are named below.

Section 8. Severability. Any provision of this Agreement that is held by court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation or in any jurisdiction will not affect the validity or enforceability of the remaining provisions or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 9. Agreement On Behalf of each Minor. I also agree to all provisions of Sections 1, 3 through 8, 10 and 11 on behalf of each minor for whom I expect to be responsible, as identified in this Agreement.

Section 10. Cancellations and Refunds. I understand that the SCSRN policy on cancellation and refunds is as provided in the Reservation Form and the Supplemental Information Form, and I agree to the terms of that policy.

Section 11. Confirmation. **I confirm that I have read this document in its entirety and I understand its content. I have been advised to seek legal counsel regarding the effect of this Agreement, and I have done so if I elected to do so. I choose to participate in an Eco-Tour notwithstanding the risks I assume and the effects of my release of claims.**

[Signature page follows]

I acknowledge my agreement to the terms of this Agreement, for myself and on behalf of each minor named below¹ by my signature.

Name of Adult Participant [please print clearly]: _____

Name and Age of Minor Participant[s]:

(please print clearly) (Age)

Signed: _____ Date: _____

Print Name: _____

¹ Note: If a minor is participating in the travel or other activities, the minor's parent must sign this agreement on behalf of the minor.