

PLEASE READ CAREFULLY. THIS ADDENDUM 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 ADDENDUM 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
COVID-19 ADDENDUM TO
RELEASE OF LIABILITY,
VOLUNTARY ASSUMPTION OF THE RISK, INDEMNITY
AND USE OF NAME OR LIKENESS AGREEMENT**

This EDUCATIONAL TOUR PARTICIPANT COVID-19 ADDENDUM TO RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK, INDEMNITY AND USE OF NAME OR LIKENESS AGREEMENT (the “Addendum”) is entered into between Medlife, Inc. (“MEDLIFE”) and the individual signing this Agreement (“Participant”).

By executing this Addendum, 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. As a condition of participating in the Educational Tour, Participant has executed and agreed to MEDLIFE’s standard Education Tour Participant Release of Liability, Voluntary Assumption of the Risk, Indemnity and Use of Name or Likeness Agreement (the “Standard Release”). Nothing in this Addendum shall be construed as limiting or narrowing the scope of any of Participant’s agreements, waivers or releases included in the Standard Release. Rather, this Addendum is intended to supplement the Standard Release by highlighting the Participant’s risk of exposure to the 2019 novel coronavirus disease and its related variants (“COVID-19”) while participating in the Educational Tour.
3. PARTICIPANT IS AWARE OF THE HIGHLY CONTAGIOUS NATURE OF COVID-19 AND THE RISK THAT PARTICIPANT MAY BE EXPOSED TO OR CONTRACT COVID-19 BY ENGAGING IN THE EDUCATIONAL TOUR. PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN SERIOUS ILLNESS, PERSONAL INJURY, PERMANENT DISABILITY, DEATH, OR PROPERTY DAMAGE. Participant acknowledges that this risk may result from or be compounded by the actions, omissions, or negligence of others, including MEDLIFE and/or its employees and volunteers. Participant understands that while MEDLIFE has implemented preventative measures to reduce the spread of the Disease, MEDLIFE CANNOT GUARANTEE THAT PARTICIPANT WILL NOT BECOME INFECTED WITH COVID-19 OR OTHER INFECTIOUS DISEASES WHILE ENGAGING IN THE EDUCATIONAL TOUR AND

THAT ENGAGING IN THE EDUCATIONAL TOUR MAY INCREASE PARTICIPANT'S RISK OF EXPOSURE TO AND/OR CONTRACTING COVID-19.

4. Participant understands and is aware that, due to the constantly evolving nature of COVID-19, the United States and foreign government laws, regulations, orders, directives and guidelines (including, without limitation, lockdowns, quarantines, curfews, mask mandates, social distancing requirements, travel restrictions and general health and safety recommendations) may change with little or no advance notice. Participant agrees that MEDLIFE is not responsible for any costs, expenses or inconvenience that Participant may incur as a result of any governmental act, order, directive or guideline that necessitates changes to, or delay, interruption or cancellation of, the Educational Tour.

5. Participant has attended a pre-trip safety briefing prior to commencing the Educational Tour, has had an opportunity to ask any questions about MEDLIFE's COVID-19 policies and procedures, and has opted to participate in the Educational Tour voluntarily. Participant acknowledges that Participant was provided with the option to purchase insurance in connection with the Educational Tour covering trip cancellation and interruption insurance.

6. 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 PEOPLE INFECTED WITH COVID-19 (WHO MAY OR MAY NOT SHOW EXPLICIT SYMPTOMS OF ILLNESS). IN THE CASE OF ILLNESS, 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. PARTICIPANT IS SOLELY RESPONSIBLE FOR PARTICIPANT'S MEDICAL EXPENSES.

7. 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 of 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 COVID-19, including, without limitation, costs or expenses incurred by Participant for medical care, accommodations in the event of required quarantine, or evacuation or relocation.

8. 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 COVID-19 or the threat thereof, lack of access to or quality of medical care, difficulties in evacuation in case of a medical emergency, acts of government, quarantine or other government restrictions.

9. Participant is familiar with, and shall remain familiar with, all applicable federal, state, and local (including foreign) laws, orders, directives, and guidelines related to COVID-19, including the Centers for Disease Control and Prevention (CDC) guidance (and the applicable foreign equivalent) on COVID-19. Participant shall comply with all such orders, directives, and guidelines while engaging in the Educational Tour, including, without limitation, requirements relating to hand sanitation, social distancing, and use of face coverings. Participant shall also follow all instructions of MEDLIFE while engaging in the Educational Tour, and Participant agrees not to participate in the Educational Tour if Participant is experiencing symptoms of COVID-19, such as cough, shortness of breath, or fever, if Participant has a confirmed or suspected case of COVID-19, or has come in contact in the last 14 days with a person who has been confirmed or is suspected of having COVID-19.

10. It is Participant's responsibility to secure the necessary travel documents, including proof of vaccination status. Failure to do so does not constitute grounds for a refund.

11. This Addendum 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 Addendum, 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.

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

PARTICIPANT ACKNOWLEDGES AND REPRESENTS THAT PARTICIPANT (A) HAS FULLY READ THIS ADDENDUM AND PARTICIPANT HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING ITS TERMS; (B) FULLY UNDERSTANDS THE TERMS OF THE ADDENDUM; (C) UNDERSTANDS THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE ADDENDUM 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 ADDENDUM IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.