

## Agreement 1 - Volunteer Agreement

This agreement is made between the undersigned individual (referred to as "I" and/or "Travel Companion") and Special Journeys Travel Companion Association, Special Journeys, LLC, Special Journeys Tours, LLC, Special Journeys Transportation, LLC (collectively and individually referred to as "Special Journeys").

Thank you for offering your time to volunteer for Special Journeys. Our developmental and physically disabled travelers would not be able to vacation without the help of our Travel Companions.

In consideration of my participation in volunteering with Special Journeys, I understand and acknowledge that by signing below I am legally agreeing to the statements in this Agreement.

**I agree that my work for Special Journeys is solely as a volunteer:** I agree to provide my time and services without compensation. I acknowledge I will not receive salary, wage, or other forms of compensation or employee benefits. I agree that I am not and will not become an employee, agent, contractor, or principal of Special Journeys upon execution of this agreement.

**I certify that I am fully capable of performing the required tasks:** I certify that I am medically, physically, mentally, and emotionally healthy to perform the tasks required to participate as a Travel Companion. During the course of volunteering as a Travel Companion I agree to disclose to the tour leader any physical or psychological limitation before participating in any activity.

**I agree to seek help from Tour Leaders or other volunteer if I need help:** If I feel that a certain task or responsibility is not within my capabilities, I agree to not begin, or if already started to cease such action as soon as possible, and contact the tour leader for assistance or allow another Travel Companion to be assigned this task or to assist me with the task.

**I understand that Special Journeys will assume all costs of my trips, except snacks and souvenirs:** I understand that Special Journeys will pay all of the trip costs including meals, lodging, transportation, entertainment and activities, tips and, when applicable, cruise and airfare costs. I am responsible for the cost of obtaining a passport, when required. On Royal Caribbean cruises I understand that the cost of the soda package is not covered. I am responsible for the cost of snacks and any souvenirs I choose to purchase.

**I understand that I am responsible for all my own medical insurance:** I acknowledge that I am responsible for providing my own medical insurance during my volunteer service. I understand that I am not covered by worker's compensation nor insured by Special Journeys during the performance of my volunteer duties and tasks.

Addendum A, entitled "Additional Legal Provisions," and each of the other four Agreements in this five-part series of Agreements is by this reference incorporated and made a part of this Agreement.

**Travel Companion's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

## Agreement 2 - Release of Liability

This agreement is made between the undersigned individual (referred to as "I" and/or "Travel Companion") and Special Journeys Travel Companion Association, Special Journeys, LLC, Special Journeys Tours, LLC, Special Journeys Transportation, LLC (collectively and individually referred to as "Special Journeys").

**I agree to assume all risks to myself and my property associated with my volunteer work as a Travel**

**Companion:** I am voluntarily participating in a Special Journeys vacation with full knowledge of the risks and dangers involved and hereby agree to accept all risks of injury, death, or damage to myself and/or my personal property. As a Travel Companion I will be involved in supervision of adults with developmental and/or physical disabilities, providing assistance to the same individuals and physical activity. Travel Companion duties may include, but are not limited to, assisting with personal cares and daily living activities, travel to and from multiple locations and to different environments that include terrain, temperature, weather and other potential risks of injury. I understand that these examples are not all-inclusive and there may be additional risks, all of which may involve serious personal injury, death or damage to my property. I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO RECOVER IN TORT FOR DAMAGES CAUSED BY THE ORDINARY NEGLIGENCE OF OTHERS ARISING OUT OF OR RESULTING FROM BY VOLUNTEERING WITH SPECIAL JOURNEYS.

**I agree to hold Special Journeys harmless for all liability except gross negligence:** I hereby release, waive, discharge and agree to indemnify and hold harmless for any and all purposes Special Journeys and their affiliates, parent organizations, licensors, owners, employees, management, boards, and related entities from any and all liabilities, damages, claims demands with respect to any bodily injury, personal injury including death, illness or property damage, that may be sustained by me resulting from or arising out of my services as a volunteer, INCLUDING ANY SUCH DAMAGES, CLAIMS, DEMANDS OR INJURIES, INCLUDING DEATH, CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR OTHER ACT OR OMISSION OF THE RELEASED PARTIES. I understand that this agreement to indemnify and hold harmless does not apply to injuries caused by intentional or grossly neglected conduct. I understand and agree that this waiver and release shall bind my family, estate, personal representative, heirs or assigns.

I ALSO UNDERSTAND THAT SPECIAL JOURNEYS DOES 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 ILLNESS, INJURY OR DEATH.

**I agree to permit Special Journeys to authorize emergency medical treatment for me:** I give permission to Special Journeys to authorize emergency medical treatment and transportation for me. I release and forever discharge Special Journeys from any claims whatsoever on account of any first aid, treatment or medical service rendered in connection with my participation as a volunteer.

Addendum A, entitled "Additional Legal Provisions, "and each of the other four Agreements in this five-part series of Agreements is by this reference incorporated and made a part of this Agreement.

**Travel Companion's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Agreement 3 - Protecting Traveler Information

This agreement is made between the undersigned individual (referred to as "I" and/or "Travel Companion") and Special Journeys Travel Companion Association, Special Journeys, LLC, Special Journeys Tours, LLC, Special Journeys Transportation, LLC (collectively and individually referred to as "Special Journeys").

**I agree to hold confidential all Traveler Personal Information I learn as a Travel Companion:** Travel Companions will encounter personal and confidential information concerning the special needs Travelers. This information will include, but is not limited to, personal information, contact information, health/medical, disability and behavior information. I agree to keep confidential, refrain from disclosing to others, and use this information only in the performance of my Travel Companion duties.

**I agree to return or destroy all paperwork and electronic communication I receive on trips:** I understand that Travel Companions will receive from Special Journeys at the start of each trip detailed information regarding each traveler's care, health, behavior and other confidential information. I agree to return at the end of the trip all physical paperwork I received containing any Traveler information. I agree that if I discover any paperwork after the conclusion of the trip, I will immediately shred it or return the material to Special Journeys for secure disposal. If I receive any e-mails during the trip covering traveler specific information (including but not limited to rooming assignments and traveler spending money balances) I hereby agree to delete these messages immediately at the conclusion of the trip.

**I agree not to exchange contact information with Travelers:** I agree not to take or give contact information with Special Journeys Travelers. This includes but is not limited to phone numbers, address, e-mail and social media user names.

**I agree not to attempt to sell any product to Travelers, on or after a trip:** I agree not to engage in selling items on the trip or contact travelers after the trip for purposes of soliciting business, money or donations. This includes, but is not limited to, jewelry, cosmetics or any multi-level marketing program that I am involved with.

**I agree not to exchange gifts or money with Travelers and to report to Tour Leaders any such exchanges I observe between travelers:** With the exception of items such as a card, handmade craft or memento of nominal value I agree not to accept gifts or money from any Traveler that I do not have a prior relationship with. I also agree not to give gifts or money to any traveler that I do not have a prior relationship with. I agree to notify a Tour Leader if I see a traveler giving or receiving gifts or money with any other traveler.

**I agree to report to Tour Leaders any errant behavior I observe between Travelers:** I agree to notify a Tour Leader of any possible on-trip abuse or neglect, or evidence of possible prior abuse or neglect issues. I understand that it is critical to all involved that any such information be fully documented by Special Journeys. I will likewise provide notice if I see negative interaction, such as bullying, between travelers. I agree to notify the Tour Leader if I see a romantic relationship develop between Travelers or if at any time I see two travelers kiss (unless the individuals have a prior known relationship).

Addendum A, entitled "Additional Legal Provisions," and each of the other four Agreements in this five-part series of Agreements is by this reference incorporated and made a part of this Agreement.

**Travel Companion's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Agreement 4 - Trade Secret & Non-Compete

This agreement is made between the undersigned individual (referred to as "I" and/or "Travel Companion") and Special Journeys Travel Companion Association, Special Journeys, LLC, Special Journeys Tours, LLC, Special Journeys Transportation, LLC (collectively and individually referred to as "Special Journeys").

**I confirm that I have no conflict of interest with the interests of Special Journeys:** I affirm that I have no financial interest or affiliation with any organization which may have interests that conflict with, or appear to conflict with, the best interests of Special Journeys.

**I agree not to reveal any of Special Journeys' trade secrets or confidential business practices:** Special Journeys has worked diligently from 2004 developing cutting edge processes, procedures, custom care related documents and software to ensure that the travelers are safely cared for and that trips run smoothly. Special Journeys employees have spent tens of thousands of hours and significant financial resources ensuring safe and efficient operations. Special Journeys has developed extensive custom software which is used on trips and/or which produces the physical and electronic output that organizes and produces reports and other material used by Travel Companions. Special Journeys operating processes control all aspects of the trip and coordinate with procedures for handling situations our groups encounter. Special Journeys also has normal confidential business information including but not limited to client, vendor and Travel Companion lists, financial information, business plans and research and development.

This material is considered Trade Secrets and Confidential Information of Special Journeys which are extremely valuable to Special Journeys in the conduct of its business and which are not generally known by anyone outside of the business. As part of the Travel Companions program I will learn and directly receive information and material containing Special Journeys trade secrets and confidential business information. As such, I agree to use the highest degree of care and effort to keep and maintain the complete confidentiality of all Trade Secrets and Confidential Information and to use or disclose the same, if at all, only during the term of a trip and in facility of my volunteer services. This provision shall survive the termination of this agreement.

**I agree not to be involved in any way with competing travel services:** In consideration of the travel benefits described in this agreement, I agree that for the longest period allowed by law I shall not, directly or indirectly, whether for compensation or not, either acting for myself or for some other person or entity, solicit business in a manner which directly or indirectly competes with Special Journeys, from any existing or prospective traveler of Special Journeys.

**I agree to the flowing remedy if I breach any of this Agreement.:** I agree that if I breach any of the provisions in this agreement, paying monetary damages to Special Journeys would not be an adequate remedy. Therefore, if such a breach occurs, Special Journeys may, in addition to other rights and remedies, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief. You agree that, in such a case, if Special Journeys is required to post a bond of a reasonable amount for equitable relief, a \$1,000 bond paid by Special Journeys would be sufficient.

Addendum A, entitled "Additional Legal Provisions," and each of the other four Agreements in this five-part series of Agreements is by this reference incorporated and made a part of this Agreement.

**Travel Companion's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Agreement 5 - Social Media and Photo Agreement

This agreement is made between the undersigned individual (referred to as “I” and/or “Travel Companion”) and Special Journeys Travel Companion Association, Special Journeys, LLC, Special Journeys Tours, LLC, Special Journeys Transportation, LLC (collectively and individually referred to as “Special Journeys”).

**I agree not to distribute any photos containing images of travelers:** Unless prior written consent is provided by Special Journeys, photos and videos taken during a trip may NOT be uploaded or distributed to personal internet sites, including but not limited to personal websites, social networking sites and photo/video sharing sites. Examples include, but are not limited to: YouTube, Facebook, Twitter, Snapchat, and Instagram.

**I agree not to discuss any Traveler information on social media:** I agree to follow the Special Journeys policy guidelines regarding information posted on Social Media. This policy prohibits posting of Traveler personal identifying information, photos of Travelers, and derogatory or negative information.

**I agree that Special Journeys has all legal rights to all photographs and videos I may take on a trip:** I grant and convey to Special Journeys all right, title and interest in any and all photographic images and video or audio recordings I make during a Special Journeys trip, including, but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings. Any photos or videos published or displayed by Special Journeys will not acknowledge or provide credit to the individual photographer/videographer.

**I consent to have Special Journeys make recordings of me on the trip and have unrestricted use of any such recordings:** I understand that as a Travel Companion I will be recorded on film, video, and other electronic recording media. I hereby consent to such recording. I give Special Journeys consent to its unrestricted use and publication in any media of any photograph or video recording of me in connection with my volunteer activities at Special Journeys.

Addendum A, entitled “Additional Legal Provisions, “and each of the other four Agreements in this five-part series of Agreements is by this reference incorporated and made a part of this Agreement.

**Travel Companion’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addendum A**  
**Additional Legal Provisions**

**The heading sentences are not legally binding.** The heading sentences and captions in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**I understand that this agreement is permanently in effect from the date I sign:** I acknowledge that this agreement will apply for the entire term of my Travel Companion relationship with Special Journeys starting with the date of signing this Agreement and continuing as long as I continue as a Travel Companion and thereafter as is necessary to protect the interests and rights of Special Journeys.

**I understand that this agreement is governed solely by Nebraska law:** I agree that this Agreement is intended to be as broad and inclusive as permitted in the State of Nebraska and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska. I agree that the exclusive venue for any dispute between the parties shall be the federal and state courts located in Omaha, Nebraska.

**I understand that all provisions of this agreement are severable:** Each provision of this agreement constitutes a separate and distinct provision. If any provision of this Agreement shall be determined to be invalid, that provision shall be deemed severed from this Agreement and the other provisions shall remain in full force and effect.

**I understand that this is the entire agreement between Special Journeys and myself:** This set of five separate Agreements constitutes the entire understanding and agreement between the parties and supersedes all prior oral and written agreements, representations, and understandings between the parties.

**I understand that all copies of this agreement are as valid as the original:** This Agreement may be executed in multiple originals that together shall be the same document. Copied, faxed and digitally transmitted signatures shall be deemed originals.