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Code of Ethics Photo Release Liability

## **MEDICAL TEAM CODE OF ETHICS**

Due to the international scope of *Guatemala Village Health*, it is imperative that a code of ethics be established that is conducive to portraying high standards of professionalism, and that provides an atmosphere for building international goodwill and positive working relationships among team members.

Each participant becomes an ambassador not only for *Guatemala Village Health*, but also for all Americans. It is expected that all participants conduct themselves in a manner consistent with the mission of *Guatemala Village Health* and sensitive to the cultural values and laws of the host country. Participants are expected to demonstrate responsible behavior that builds positive relationships, affirms the value of the individual and culture, contributes to respect for self and others, and promotes a healthy lifestyle. This would include but not be limited to the following: (1) drugs which are not allowed for personal use unless prescribed by your personal physician, (2) consumption of alcoholic beverages which shall be in moderation, (3) dress attire which must be professional and in accord with the local culture of the host country and (4) comply with all applicable local laws and regulations.

### **DRINKING POLICY:**

At times, our medical team may be invited by a foreign contact and/or organization who has a "no drinking of alcoholic beverage" policy. When this occurs, each team member will be informed of this policy prior to their committing to participate in the team trip. Each team member will be expected to comply explicitly with this policy. This means there will be no alcoholic beverages brought into the country, and no purchasing or drinking of alcoholic beverages during the time team members are visiting with the organization, participating in the official capacity of a GVH Medical Team Member or GVH representative.

If drinking alcoholic beverages is permissible by the foreign contact and/or organization hosting our team, consumption shall be in moderation and should in no way inhibit a team member's ability to perform his job safely or to jeopardize the children who are being medically treated. Drinking should be done as a social gathering so that consumption of alcohol is in public view.

I have read, understand, and agree to abide by the expectations as defined herein.

Signature:	

# **PUBLICITY RELEASE FORM**

l,	, understand that Guatemala Village Health
	ly seeks media publicity in order to increase awareness and
foster support from the general publ	lic. Therefore, I give permission to Guatemala Village Health
to include my name, photo, or video	in any informational releases pertaining to medical trips that
may result in the placement of fe	eature or news stories in the media, for the purposes of
promoting the organization or mission	on objective, both in-country and out-of-country.
Spontaneous inquiries from the med	dia will be directed to either the Medical Team Leader or the
Executive Director of Guatemala Vill	
Data	
Date:	
Team Member Signature:	

### LIABILITY FORM

#### Medical Team, Travel Information, Risks and Liability Release

The Guatemala Village Health (GVH) organization wants to thank you for your willingness to travel as part of a medical team to a foreign country to screen, operate upon, provide health care to, or support for, children in serious medical need who have not yet had the opportunity to meet you. The time commitment, personal sacrifice and outstanding leadership that you show is to be commended. However, before you commit to this trip, pack your bags or leave, there are a number of items and risks that we think of which you should be aware.

In this form we have attempted to outline some of the risks which we, as an organization, have identified. Please keep in mind that GVH is a small, volunteer-based, non-profit organization with a very small budget. GVH does not have full access to information, news reports, State Department releases, international news or other "intelligence" which would be desirable, both from our perspective in operating the medical teams and from your perspective in evaluating the risks of participating. Therefore, we strongly encourage you to conduct your own independent investigation and evaluation of those risks. **The decision to go, or not go, on a medical team trip is your decision, and should be made based on the best information you can obtain.** There are numerous sources of information which you can pursue; here are some examples: your local state or federal health department, Traveler's Advisory service [tel: (202) 647-5225], Health Hotline [tel: (404) 332-4559], Public Health Centers for Disease Control and Prevention [in Atlanta Georgia, tel: (404) 639-3311], State Department hotlines and reports, Department of Health and Human Services, NIH and WHO reports; reports from Red Cross/Crescent Societies, UNICEF and other organizations; local news (all media types) from the target country, city or region; international news reports, news wires and publications; conversations with past medical team participants (GVH and other organizations), for this particular trip; and others which we have not identified on the World Wide Web, Internet, or from other sources. In evaluating any source of information, you should consider the reliability, opinion vs. factual content, and compare that information with other sources. If you discover information, which may be of use to GVH, or of benefit to other medical team members, please provide it to the Medical Team Leader and GVH's Executive Director.

- 1. **Potential Risks.** The following risks are real risks that may have occurred in other situations and they may be potential risks for this particular medical team trip. It is impossible for GVH to predict which or how many of these risks may materialize for your trip.
- 2. **Travel and Transportation.** While traveling, you may be subject to any number of risks. A few examples include: vehicle or mechanical breakdown; the acts or negligence of a driver, pilot, attendant, or other person involved with a common carrier or vehicle; faulty maintenance, product or part failure, or the realization of an improper design. or unpredictable actions by a passenger or bystander. In addition, you may be subject to actions of individuals or groups such as hijacking, terrorism, kidnapping, explosion or fire, or other personal threats to your safety or life.
- 3. **Disease and Illness; Limited Medications.** GVH travels to underdeveloped or developing countries, where there is a much higher incidence of unsanitary conditions, disease or illness, communicable in many ways. There may be little or no medical or health resources to stop or reverse the results of these. Water may not be safe to drink, or to wash or bathe in. Food and vegetables may be unsanitary, and if eaten cause you to become ill, or in rare cases die. Your GVH medical team will be bringing a limited supply of selected medications or drugs, which may not be available at the time you need them and may not include what you need. GVH cannot financially afford to anticipate, cure or deal with the full range of possible risks.
- 4. **Riots, Unrest, War.** In some countries, or areas within them, there is the risk of public riots, group unrest, rebellion or war.
- 5. **Resulting Injuries or Death.** The undersigned understands that any of the foregoing risks, and other risks which are not necessarily listed herein, could lead to my illness, personal injury, mental anguish or upset, psychological difficulties or mental illness, physical or mental disability, of either a temporary or permanent nature, and in some situations could result in my death.
- 6. **Cooperation.** The undersigned agrees to cooperate with, and follow the recommendations or requests of, the GVH medical team leader, and any government official (local, state, regional or national, both in the US and any foreign country) with respect to any relevant topic, including without limitation the following: travel, lodging, dress, choices of food, personal hygiene, use of medications, local customs, interactions with others, use of language, whether or not to bring or give certain items, how to relate to or treat patients, use of cameras and video or electronic items, etc. In the event I am unable to consent at the time, I hereby consent to any emergency medical treatment needed, or which a GVH medical team member believes may be needed, for my good health, medical or physical condition, as well as any transportation or other actions which may seem reasonable at the time.
- 7. **Procedures.** It is GVH policy that medical team members are only permitted to conduct surgeries or other medical procedures for which they are (a) licensed and qualified in the State or medical setting where they regularly practice, and (b) for which they are competent and experienced.

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- Release, Indemnity. The undersigned, for him or her self, and all executors, conservators, guardians, spouses, children, heirs, devisees, and other successors in interest ("Successors"), hereby voluntarily accepts the foregoing risks, and permanently and unconditionally releases GVH from any losses, damages, illness, disability, injuries or death, of whatsoever type or nature, arising in connection with in any GVH medical trip, as well as any demand, debt, right, cause of action, expense, compensation or claim of any type or nature, known or unknown, foreseen or unforeseen. The undersigned, for him or her self and all Successors, further agrees to defend and indemnify GVH from any losses, damages, injuries or claims, of any type or nature, in contract or tort or otherwise, which are suffered or experienced in connection with any GVH medical trip. "In connection" includes, without limitation, preparation, travel, during the trip, returning home, or any event or occurrence relating to an GVH trip or the treatment by GVH of any child. I understand that my luggage, belongings and the purchase of travel tickets is solely my responsibility. If GVH cancels a trip due to political instability, uprising, or other cause not within the control of HTC, I understand that I will bear the loss and will not hold GVH responsible. For the purpose of this paragraph, "GVH" includes any Medical Team Administrator, Medical Director, or other Coordinator or Supervisor, other person traveling on the medical trip with GVH, any physician, nurse, support person, executive director, director, officer, member or volunteer of GVH, and any other nonprofit organization affiliated with GVH.
- General Provisions. The undersigned understands that GVH is one of several organizations which sends medical team volunteers to foreign countries. This form is the result of discussion among past and present medical team members, and may (upon specific request) be revised or negotiated. GVH is unaware of any insurance that covers some or all of the risks described here, but if it were available it would be offered to you and might change the situation if you purchased that insurance. GVH medical teams are, to a large extent, self-regulating and this release applies to all medical team members, both to the organization and as between each other. GVH counts on the fact that you are all medical professionals, that you will work together as a team, and that you understand both how to deliver good medical care, and the importance of documents such as this Release. This is a humanitarian / medical trip to a developing or underdeveloped country; it is not a medical research project, or a State-sponsored or a Federal-sponsored program. This is the sole and complete agreement on these topics. The release contained here is effective immediately, and shall last forever. This Release may be asserted or pled by GVH or any team member or participant as a complete defense to any suit, action or claim. Venue and jurisdiction shall lie in the State Courts of Washington, King County. This document is the entire, final and complete agreement of the parties, superseding and replacing all prior agreements, discussions and representations, written or oral, made or existing between the parties or their representatives concerning the topics described. There are no representations or agreements upon which the undersigned has relied except those contained in this written document. A copy or facsimile of this agreement, or any signature, shall be equivalent to the original.

BY SIGNING THIS FORM, OR BY PARTICIPATING IN A GVH MEDICAL TEAM, THE UNDERSIGNED REPRESENTS TO GVH AND EACH MEDICAL TEAM MEMBER THAT HE OR SHE HAS READ, UNDERSTANDS, ACKNOWLEDGES AND AGREES TO ALL OF THE FOREGOING, AND VOLUNTARILY ACCEPTS THE RISKS DESCRIBED.

Date	Signed by:
	Printed name:
Date	Witness:
	Printed name: