

World Change Starts with Educated Children \*

# Visitor Agreement, Release and Waiver and Child Protection Code of Conduct For individuals and any accompanying minors visiting Room to Read programs

Room to Read looks forward to welcoming you on a visit to our project site(s) (the "Activity"). We believe that participating in a Room to Read Activity can be both meaningful and challenging, and it is important to us that you have clear expectations about your Activity. It is also critical for us to protect the safety, privacy and dignity of the children we serve. For these reasons, we require you to agree to the terms of this document, on behalf of yourself and any accompanying minors, before participating in any Activity.

# **AGREEMENT, RELEASE AND WAIVER**

In consideration for the opportunity to participate in the Activity, I agree to the following terms and conditions. I understand that references to "I" "myself" and "my" include myself and any accompanying minors for which I am responsible.

#### 1. COORDINATION AND ACCOMPANIMENT BY ROOM TO READ STAFF

I will only visit Room to Read project sites when I am accompanied by a Room to Read representative.

## 2. HEALTH & SAFETY

Room to Read has explained to me the nature and demands of the Activity and the risks, hazards, and dangers associated with it. I represent that I am of sufficient physical and mental health and fitness to participate in the Activity, and do not have any physical condition that would create a hazard for me or others. Further, I am willing to assume the risk of any medical or physical condition I may have.

I also understand that the Activity may involve inconvenience and risk including forces of nature, geographic and climatic conditions, hygienic standards, infrastructure challenges (including with respect to road maintenance, transportation, delays, and accommodations), property damage, theft, accident and bodily injury, infectious disease (including COVID-19), illness in remote places without access to emergency medical facilities, death, civil unrest and terrorism. Medical services or facilities may not be readily available during the Activity and, if available, may not be of the same standards to which I am accustomed. I understand that the description of potential risks is not exhaustive and that other risks may arise. Although Room to Read has taken reasonable steps to mitigate these risks, I understand that such risks cannot be eliminated. I also understand that travel advisories are available to me through government alerts.

#### 3. INSURANCE

I have reviewed my insurance policies including coverage for health, property and personal effects and represent that I have appropriate coverage to meet the needs of myself and my family in the case of loss or damage of property, accident, injury or death. I represent that I have adequate insurance to cover treatment of any injury or damage I may cause or suffer while participating in the Activity, or else I agree to bear the costs of such treatment myself.

In case of an emergency illness or injury where I am unable to make a decision for myself, I authorize Room to Read to obtain appropriate medical treatment for myself, including evacuation, and I will assume the

responsibility for payment of any such medical expense. I certify that I am aware Room to Read does not provide medical or evacuation coverage for any reason and that I carry the responsibility to purchase this insurance if I so desire.

#### 4. THIRD PARTIES

I understand that Room to Read may contract with independent contractors to provide goods and services during the visit, including transportation, food, and other services. I understand that while Room to Read takes reasonable steps to select quality vendors, Room to Read has no control over and accepts no responsibility for the actions of any independent contractors providing goods or services in relation to the Activity, and I agree that, as a result, Room to Read is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

I also understand that in connection with the Activity I may have opportunities to participate in tangential activities, such as visiting local schools, educational projects and/or Room to Read offices and warehouses, interacting with local partners, community members, government officials, other non-profits, and/or spending time outside of the Activity with Room to Read staff and volunteers. I understand that Room to Read has no control over and accepts no responsibility for any injury or illness or loss that may result from any such tangential activities.

#### 5. ASSUMPTION OF RISK AND RELEASE

I acknowledge that my participation in the Activity is purely voluntary. Knowing the risks described above and in consideration of being permitted to participate in the Activity, I am willing to accept the risks and uncertainty involved as being an integral part of the Activity. I expressly assume all of the risks and responsibilities surrounding my participation in the Activity, and to the maximum extent permitted by California law I agree to forever release, indemnify, and agree not to make any claim against Room to Read for any loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Activity or tangential activities including periods in transit.

## 6. CHILD INTERACTIONS

I acknowledge that I have received, read a copy of and agree to abide by Room to Read's Child Protection Code of Conduct. As a condition of my participation in the Activity, I agree to abide by Room to Read's Child Protection Code of Conduct. I understand that a breach of the Child Protection Code of Conduct constitutes an act of misconduct and is grounds for termination of my participation in the Activity and/or legal action. In the event of such termination of my participation in the Activity, I expressly agree and promise to accept and assume all of the risks, responsibilities and consequences resulting from my misconduct and not to hold Room to Read responsible for any of my actions or any additional costs including but not limited to those that may result from early termination of my participation in the Activity.

#### 7. CONSENT TO IMAGE USE

I give my consent to Room to Read and its partners to take and use photos, recordings or film of me (and any accompanying minors) for the purposes of promoting Room to Read and/or to directly or indirectly advance Room to Read's mission to educate children. I understand that such images or recordings may be published in newspapers, magazines, online through Room to Read's website, blog, and other social media, or broadcast on television.

#### 8. IMAGES CAPTURED BY ME

Any images or footage I capture during my visit and share via personal social media will be in agreement with the requirements outlined below.

Informing/obtaining consent for public use of images. In accordance with guidance from Room to Read, I agree to respect the cultural sensitivities identified and abide by local traditions or restrictions for capturing and reproducing personal images. Before recording, photographing, or filming a child, I will ask for verbal consent from the child, parent, guardian, school authority, or community leader, and will work with designated Room to Read staff to verbally inform the child in the local language of how the documentation (recording, photograph, or film) will be publicly used.

- A. <u>Form of documentation</u>. I will ensure that the recordings, photographs, films, videos, and any digital media are produced, used or reproduced as follows:
  - a) Children will be presented in a dignified and respectful manner and not in a vulnerable, demeaning or submissive manner. Children must be adequately clothed and not in poses that could be seen as sexually suggestive.
  - b) Documentation, when distributed publicly, will not have corresponding text accompanying any image that may identify a child:
    - Never use a child's last name
    - Never give the name of the child's school or specific location
    - Never share sensitive personal information (such as medical conditions or past trauma)
  - c) Documentation, when distributed publicly, will contain only factual representation of the context and the facts.
  - d) Any labels used for storing and/or sending (electronically or by mail) photographs, films, video, DVDs and other such digital media will not reveal the full identity of a child and must follow Room to Read's Branding Guidelines and Identity Standards. For example, Room to Read media files typically only refer to a child by his/her first name and country.
- B. <u>Ethical Uses of Photography</u>. I understand that Room to Read is committed to respecting children, and I will consider whether children may experience negative consequences as a result of having their photo used. The value and importance of using a photograph should always be weighed against any repercussions to the photographic subjects' reputation, privacy, and integrity.

I agree to follow the following principles of ethical uses of photography:

## **Principles of Ethical Use of Photography**

**Autonomy** - In what way can I show respect for a person's right to decline or consent to photography?

**Do No Harm** - Am I creating and using photos in a manner that will do no harm to persons appearing in photos?

**Do Good** - What is my intention or purpose for taking this photo? How can I use a photo to promote a good cause while ensuring that I do no harm to individuals in photos?

**Fidelity** - Am I using photos in a context that fairly represents the real situation, subject identity, or physical location of the image? What steps am I taking to properly credit the photographer?

**Justice** - Am I photographing people and communities with the same respect I would show to neighbors and strangers in my home country?

#### **Practical Application of Principles**

- All photo subjects have the ability to give or decline permission to be photographed. Always ask before taking a photo and be respectful of the person's decision.
- Never photograph someone in a situation that puts him/her at risk, portrays personal or sensitive information, or compromises privacy or safety.
- Never distort the true context, content, or meaning of a photograph. Do not make false statements about the photo content or context in your captions. Always give credit to the photographer.
- Never take a photograph that would embarrass or strip dignity from the subject.

#### 9. FOR CORPORATE PARTNER VISITORS ONLY: USE OF IMAGES

I understand that Room to Read is permitting my company to use media content captured of Room to Read projects and students only for the following promotional purposes:

- a) Internal use such as email, internal blog, or intranet that educates about engagement with Room to Read.
- b) External use for corporate social responsibility (CSR) purposes, including, but not limited to annual CSR reports, public relations, external blog, "About Us" or philanthropic sections on the official corporate website.

I also understand that this permission does <u>not</u> extend to the use of Room to Read images for the promotion of any corporate products or services unless previously agreed to in writing.

#### 10. CHANGES AND CANCELLATION POLICY

I accept that the terms and itineraries of the Activity may change and that Room to Read reserves the right, at its discretion, to cancel any departure or make any alteration in the itinerary as deemed necessary and/or appropriate. I also understand that cancellations and last-minute changes to Activities are both disruptive and disheartening for the local team and community who have worked to coordinate my visit and can potentially cause problems with future relationships for Room to Read. I further understand if there are any circumstances that result in the need to change or cancel the visit, I am responsible for communicating this to Room to Read as soon as possible.

By signing this Agreement, I acknowledge that I have had sufficient opportunity to read and understand this entire document and I agree to be bound by its terms. If any part of this Agreement, Release and Waiver is deemed unenforceable under the laws of California and the United States, all the other parts shall be given full effect to the extent possible. I further understand that by refusing to sign this Agreement, I will not be permitted to participate in the Activity.

By signing this Agreement, I confirm that I have read, understand, and voluntarily agree to the terms and conditions above (including Room to Read's Child Protection Code of Conduct).

Please scan and email your signed and dated Agreement to <a href="mailto:travel@roomtoread.org">travel@roomtoread.org</a>.

Name of Visitor (PRINT)	
Signature of Visitor	Date
Accompanying Minors: Parent's or Guardian's Additio	nal Permission
(Must be completed for participants under the age of	18)
I, as a parent or guardian of the below named minors, participate in the Activity and further agree, individual above.	hereby give my permission for my child or ward to ly and on behalf of my child or ward, to the terms of the
Name of Visitor (PRINT)	<del>-</del>
Name(s) of Accompanying minor(s) (PRINT)	
Signature of Visitor	Date



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## Room to Read Child Protection Code of Conduct

To be presented to all Room to Read employees, board members, volunteers, interns, vendors, contractors, implementation partners, and any Room to Read approved visitors to Room to Read programs (hereinafter, referred to together as "Room to Read Representatives.")

It is expected that all Room to Read Representatives treat each child<sup>1</sup> they come in contact with in a respectful and dignified manner. Room to Read expects all Room to Read Representatives to abide by the following guidelines to protect children and young people who are actively participating in Room to Read programs, regardless of their age (hereinafter referred to as "Room to Read Participants<sup>2</sup>"). A Room to Read Representative shall:

- Not abuse or exploit any child;
- Not engage in any form of sexual activity, act, or relationship with an active participant of Room to Read programs or a child under the age of 18 regardless of the age of majority or consent under local law or local custom. Mistaken belief of the child's age is not a defense;
- Not use language or behavior that is discriminatory, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;
- Treat each child with respect and dignity and ensure that children are allowed the same access to Room to Read's programs and resources regardless of caste, race, color, sex, gender, sexual or gender orientation, language, religion, political or other opinion, nationality, ethnic or social origin, property, disability, birth or other status;
- Act sensibly and sensitively in any communication that involves children, including listening and responding to Room to Read Participants;
- Use all computers, mobile phones, social media, and video or digital cameras in a lawful manner, and never use them for exploitation or harassment or to access child pornography;
- Not accept or make "friend requests" on any social media platform from/to any Room to Read Participant. Always exercise caution and professional judgment when communicating with an unknown social media request or a person you have reason to be believe is under the age of 18.
- Not hire or use children for domestic or other labor which may be inappropriate or illegal, regardless of local practice; and
- Take seriously any reports of actual or suspected child abuse.

#### It is important for Room to Read Representatives working in contact with Room to Read Participants to:

- Be aware of and manage situations which may present risks of child abuse or exploitation;
- Plan and organize the work and the workplace so as to minimize risks of child abuse or exploitation;

<sup>&</sup>lt;sup>1</sup> Room to Read defines a child as any individual under the age of 18, regardless of the applicable local age of majority or consent.

<sup>&</sup>lt;sup>2</sup> Any reference in this code of conduct to "child" or "children" includes all Room to Read Participants.

- Facilitate a culture of openness to enable any issues or concerns of child abuse or exploitation to be raised or discussed; and
- Facilitate a culture of accountability within the organization so that poor practice or potentially abusive or exploitative behavior does not go unchallenged.

## Accordingly, when working directly with Room to Read Participants, the following additional rules apply.

- When dealing with Room to Read Participants, a Room to Read Representative shall:
- Ensure that another adult is present when working in the proximity of Room to Read Participants, unless prior notification of their manager of the arrangement is obtained;
- Not use physical punishment or discipline;
- Not single out any Room to Read Participant with special attention or gifts;
- Not initiate or engage in physical contact with any Room to Read Participant, including hugging, touching, kissing, blocking of normal movement or any contact which is or may be unwanted or perceived as culturally inappropriate. When initiated by a child, physical contact such as a hug or touch must be brief, appropriate and non-sexual; and
- Not invite a Room to Read Participant into their home, whether for a day visit or overnight, without the express permission of the child's parent or guardian, advanced notification of the visit to Room to Read, and presence of another Room to Read staff member.

## Reporting

A Room to Read Representative who learns of an actual or suspected case of child abuse or violation of this Child Protection Code of Conduct shall report the incident in the following manner:

- Violations or suspected violations of abuse or this Child Protection Code of Conduct should be reported
  within 24 hours of a Room to Read Representative learning of a violation or suspected violation. Reports
  may be made through a number of channels: Country Director or Project Manager, any People Operations
  personnel, any supervisor, General Counsel, or through the reporting channels provided under the
  Whistleblower Policy including emailing whistleblowerhotline@roomtoread.org.
- In addition to reports to Room to Read, Room to Read Representatives may report child abuse or exploitation that would be a violation of law to local authorities.
- Room to Read will promptly relay to local authorities any report it receives that, if true, would be a violation of law. Room to Read will cooperate with local authorities investigating reports of child abuse.

**Use of Room to Read Children's Images or Likeness:** The use of the child's image or likeness must protect the safety, privacy and dignity of each child. No commercial use of a Room to Read Participant's image or likeness may be made without express permission from the child's parent or guardian and Room to Read.

I understand that it is my responsibility, as a person engaged by or representing Room to Read, to use common sense and avoid actions or behaviors that could be construed as child abuse or exploitation when undertaking Room to Read activities. I also understand that a breach of Room to Read's Child Protection Code of Conduct constitutes an act of misconduct and is grounds for disciplinary action, up to and including termination of employment, engagement or other contractual relationship.