

## Assumption of Risk and Release of Liability, and Indemnity Agreement

*Attention: This form affects your legal rights; please read carefully.*

In consideration of being allowed to volunteer and/or stay with Haiti Communitere (The Activity) I, (*print name*), \_\_\_\_\_ of (*print address*)

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agree that:

I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Haiti Communitere and any and all of its volunteers, employees, board members, contractors, partners, donors, and associates **due to any and all claims including the negligence of the group mentioned above**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

**ASSUMPTION OF RISK:** Participation in The Activity carries with it certain significant, inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks associated with The Activity include, but are not limited to: loss of property, serious bodily injury, death, kidnapping, being held for ransom money, mental or emotional trauma, and contraction of possibly fatal pathologies.

The risks include, without limitation, living and working in dangerous circumstances, with limited access to medical care and proper sanitation, working with or around dangerous equipment, which may break, fail, malfunction, or otherwise cause injuries.

The risks include, without limitation, riding in or on Haiti Communitere vehicles (motorbikes, truck, car, modified school bus) or using transportation arranged by Haiti Communitere.

The Activity takes place in a seismically and politically unstable location where my safety cannot be guaranteed.

There is no reliable police force in Haiti, and the UN cannot be relied upon to serve as such. I am mentally sound and physically capable of volunteering with Haiti Communitere in Haiti.

I have made health and evacuation insurance arrangements and I recognize that Haiti Communitere is not responsible for the costs of my health care or evacuation.

Haiti Communitere projects are run by volunteers who may not have professional experience or professional grade assessment abilities. It is my responsibility to be continually assessing possible risks as well as my own ability to perform the tasks offered to me, and it is my responsibility to expressly communicate any and all limitations and concerns I hold, as well as risks I am aware of.

I have been briefed of the risks, with the understanding that every eventuality cannot be foreseen and warned against.

I also agree to **INDEMNIFY AND HOLD** Haiti Communitere **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Haiti Communitere and to reimburse them for any such expenses incurred.

**SEVERABILITY:** I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Nevada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, *and understand that I am giving up substantial rights, including my right to sue.* I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_