

# RESTORE HAITI

## Waiver and Release of Liability (Volunteer)

I, the undersigned, desire to participate in travel, volunteer work, mission trips or other activities conducted by or on behalf of Hope Restored dba Restore Haiti ("Restore Haiti") and I acknowledge that my participation in any volunteer work or activity conducted by, or for the benefit of Restore Haiti is voluntary. I freely and voluntarily execute this Waiver and Release under the following conditions.

1. **Participation.** Restore Haiti is a nonprofit corporation engaged in human service and relief activities.
  - a. I represent that I am *physically capable of participation* in the Restore Haiti programs.
  - b. I knowingly agree to *conduct myself in a safe and prudent manner* and to *assume all risks and liability associated with participation in the programs*, both known and unknown, including illness, claims, or other damages.
  - c. Further, I agree to refrain from *smoking and drinking alcohol* during my participation in Restore Haiti activities.
2. **Hazards and Risks.** I understand there are inherent risks and dangers associated with any type of international travel. Restore Haiti recommends that you utilize to keep informed of situations in Haiti.
  - U.S. State Department's website: <http://www.travel.state.gov>
  - Centers for Disease Control Information website: <http://www.cdc.gov/travel/>
3. **Assumption of Risk.** I further understand that any travel, volunteer work, or other activities I undertake in connection with Restore Haiti involves inherent danger and risk to my property, health, and life, including, but not limited to, risks associated with the following causes: loss of property, disease, illness, injury, exposure, physical and mental harm, and death, which may be caused by, among other things, the elements, organisms, environmental conditions, crime, accidents, negligence, and political conflict including civil war, war, and terrorism. I hereby expressly assume the risk of injury or harm in the volunteer activities.
4. **Release and Waiver.** In consideration for being permitted to participate in Restore Haiti programs, I hereby release and forever discharge Restore Haiti and its directors, agents, assigns, affiliates, volunteers and employees (the "Released Parties") from any and all claims, liability, injuries, losses, damages, or costs of any kind or nature that arise from, are caused by, or are related in any way from my activities with Restore Haiti. I understand that this Release and Waiver discharges Restore Haiti from any liability or claim that I may have against Restore Haiti with respect to bodily injury, personal injury or property damages that may result from my activities with Restore Haiti. I also understand that Restore Haiti does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, auto or disability insurance in the event of injury or loss. In addition, I agree to indemnify and hold the Released Parties harmless from any loss, liability, damage, or cost which they may incur as a direct or indirect result of my participation in the Programs.
5. **Medical Treatment.** In an emergency, I give permission to a licensed physician to hospitalize, anesthetize or perform surgery as needed. I understand that every reasonable effort will be made to contact my emergency contact (listed below) before these actions are taken. I hereby release and forever discharge the Released Parties from any claim, which arises or may arise on account of first aid, treatment or any service rendered in connection with my volunteer activities with Restore Haiti.

6. Insurance. I understand that Restore Haiti does not carry or provide health, medical or disability insurance coverage for any emergent volunteer. Each volunteer is expected and encouraged to obtain his or her own medical, health and disability insurance.

7. Flexibility. I acknowledge that planned activities of Restore Haiti mission trips may change without prior notice. I agree to be flexible if there are changes to any planned activities.

8. Financial Responsibility. I hereby acknowledge that I am financial responsible for my participation in Restore Haiti programs, including payment of the mission trip fees. I further acknowledge that mission trip fees advanced to Restore Haiti are non-refundable.

9. Photographic Release. I consent to the unrestricted use in any form of any photographs, interviews, film, videotapes, other visual or auditory recordings, in any other medium, including the Internet, of me that the Released Parties or others may create in connection with my participation in the Restore Haiti programs. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product.

8. Other. I agree that this Release and Waiver is intended to be as broad and inclusive as permitted by laws of Tennessee. I agree that in the event that any provision of this release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect the remainder of the Release and Waiver, which shall continue to be held enforceable.

THIS WAIVER AND RELEASE SHALL BE EFFECTIVE FROM THE DATE BELOW UNTIL REVOKED BY THE UNDERSIGNED, IN WRITING.

I HAVE READ, UNDERSTAND, AND WILL ABIDE BY EACH OF THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY. I AM OF LEGAL AGE TO ACCEPT THESE RESPONSIBILITIES OR, IF I AM NOT OF LEGAL AGE, HAVE OBTAINED THE SIGNATURE OF MY PARENT(S) OR LEGAL GUARDIAN(S), WHO BY HIS/HER/THEIR SIGNATURE(S) AGREE TO BE LEGALLY RESPONSIBLE FOR THE OBLIGATIONS DESCRIBED IN THIS WAIVER AND RELEASE OF LIABILITY AND AGREE TO BE BOUND BY ITS TERMS.

Signature Printed Name Date:

Parent/Guardian Signature (if under 18) Printed Name Date:

Emergency Contact Information

Contact Person's Name:

Relationship to Volunteer:

Contact Phone Number:

Secondary Number:

Email: