

Title:	Volunteer Release	Rev. Status	Final
Category:	Policy - Templates	Rev. No.	1.0
Purpose:	Legal contract between HFI and the Posted Volunteer. Outlines Assumption of Risk, Release, Waiver of Claim and Indemnity.	Last Rev. Date:	07-06-2018



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This document contains a formal legal contract that must be signed by all Volunteers prior to their departure from Canada to be posted to an HFI Service Opportunity overseas. It has been based on content and format supplied by Samaritan's Purse Canada and this content is used with permission.

In essence, it releases Hands and Feet International from all liability for all risks in conjunction with the overseas Posting, named or otherwise and those risks are assumed solely by the Volunteer. By assuming these risks, the Volunteer releases and waives all claim for damages against HFI and provides a full indemnification to HFI.

In addition, the contract obtains a unlimited release to use and publish all content (written, pictures, video) obtained in relation to the Volunteer's on-site posting with the hosting Partner which allows HFI to publish without limitation such content (i.e. Story Wall) on our website and other social media accounts.

Once the Directors of HFI agree on the draft content, it should be reviewed by legal counsel before being put into official use.

See the template on the two pages following.

**Assumption of Risk, Release,
Waiver of Claim and Indemnity**

WARNING: THIS DOCUMENT AFFECTS LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE, AND CREATES LEGAL RESPONSIBILITIES. PLEASE READ CAREFULLY.

TO: HANDS AND FEET INTERNATIONAL SOCIETY ("HFI")

In consideration of HFI accepting my application for, and allowing me to participate in, an overseas volunteer posting to **Location** (the "Posting") being organized by HFI, and which is expected to begin on or about **Month Day, Year** and for the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **Full Name** agree to the terms of this Assumption of Risk, Indemnity, Waiver of Claim and Release (collectively the "Agreement"). In particular:

1. ASSUMPTION OF RISK

I ACKNOWLEDGE AND AGREE THAT participation in the Posting involves potential dangers, risks and hazards (the "Risks") that include, but are not limited to:

- (a) death or injury occurring through vehicle accidents or carjacking during transportation between various communities and work sites, for personal or work related travel
- (b) death, injury or illness from consumption of unsanitary food and water
- (c) death, physical or mental injury, abnormal development or illness to myself and/or any future children due to the contraction of a communicable or infectious disease including but not limited to yellow fever, malaria, dengue, zika, microcephaly, chikungunya, ebola and HIV/AIDS.
- (d) death or injury resulting from landmines, bombings and other explosives
- (e) death, injury or personal loss incurred as a result of a hurricane, volcanic eruption, an earthquake, tsunami or other type of natural disaster
- (f) death, mental or physical injury or personal loss incurred as a result of political instability, war zones, criminal violation, terrorism and hostile environments
- (g) death, injury and illness due to medical treatment received, unavailability of medical treatment, contraction of HIV/AIDS, or previous (known or unknown) health conditions

I FURTHER ACKNOWLEDGE AND AGREE THAT my participation in the Posting is entirely at my own risk and that I freely accept all the inherent risks of participating in the Posting and the possibility of personal injury, death, kidnapping, property damage and loss resulting therefrom.

I FURTHER ACKNOWLEDGE AND AGREE THAT my relationship with HFI does not oblige HFI to assume any responsibility for my welfare in the event of my detention by lawful or unlawful means and that HFI's policies

prohibit HFI from submitting to any form of extortion to obtain my release or otherwise ensure or protect my safety or wellbeing if I am taken hostage or otherwise victimized during the Posting.

2. RELEASE AND WAIVER OF CLAIM

I WAIVE ANY AND ALL claims I may now, and in the future, have against, and release and discharge from all liability, and agree not to sue, HFI, its members, directors, officers, employees, volunteers, agents, representatives, and each of them and their respective agents, executives, administrators, representatives, heirs, successors and assigns (the "Releasees"), with respect to any and all liability, costs (including legal costs), claims, damages, demands, actions and causes of action of whatever kind which might arise from or in connection with my participation in the Posting including, without limitation, any personal injury, illness, death, property damage, or financial loss or other loss suffered by me or any other family members or dependents, arising, directly or indirectly, from my participation in the Posting, whether foreseen or unforeseen and regardless of the cause thereof including, without limitation, negligence or partial negligence on the part of the Releasees or any of them but excluding willful misconduct;

I FURTHER ACKNOWLEDGE AND AGREE that HFI, without limitation, may use, publish, reproduce, broadcast, transmit, televise, record, sell, distribute and display any written accounts or depictions, motion and/or still pictures or other materials in which I may appear or be mentioned or included, in regard to the Posting and I waive and release any right or claim I may have to receive any compensation or reimbursement in regard to any of the foregoing, without specific written permission from HFI, whether I was involved in the creation or production of any of such and regardless of whether any obligation arises under or by virtue of statute or otherwise.

3. INDEMNITY

I AGREE to hold harmless and to indemnify the Releasees for any and all claims made against any of the Releasees by any person, including any claim or action by or on behalf of my spouse or dependents, for damages suffered or costs incurred arising out of or related to any aspect of my participation in the Posting, including, without limitation, any of the matters described or contemplated in Clause 2 hereof.

4. UNDERSTANDING

I DECLARE that I have had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement, that I fully understand the terms of this Agreement and that I have not been influenced by any representations or statements made by or on behalf of HFI not recorded in this document.

I CONFIRM THAT I am the full age of 18 years and I have read and understood the Agreement prior to signing it and I agree that the Agreement will be binding upon my heirs, next-of-kin, executors, administrators and successors. I am aware that by signing this Agreement I am releasing and waiving certain legal rights, including the right to sue and to be awarded potentially substantial damages, which I or my heirs, next-of-kin, executors, administrators and assigns have or may have against the Releasees.

5. JURISDICTION AND CHOICE OF LAW

I AGREE that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta and that the parties hereby attorn to the exclusive jurisdiction of the Alberta courts.

6. COMPLETE AGREEMENT

I UNDERSTAND AND AGREE that this Agreement contains the entire agreement between HFI and me and that the terms of this Agreement are contractual and not merely a recital.

DATED at _____, this _____ day of _____, 20__

Witness

Posted Volunteer