

## **ORPHANS AFRICA**

### **ASSUMPTION OF RISK, RELEASE, WAIVER OF CLAIM AND INDEMNITY**

(To be filled out by *each* participant age 18 and over and/or Parents or Legal Guardians)

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

**RETURN TO: Orphans Africa, PO Box 1371, South Bend, WA 98586-1371, USA**

In return for being allowed to participate in Orphans Africa (OA) Volunteer Activities and all related activities, including any activities incidental to such participation, the under-signed volunteer or parent/legal guardian of volunteer if volunteer is under age 18 (hereafter referred to using "I", "me", or "my") releases and agrees not to sue OA or its officers, directors, employees, volunteers, independent contractors, sponsors, agents, affiliates, or any of its partner NGOs, from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in OA Volunteer Activities wherever, whenever, or however the same may occur.

I acknowledge that I have voluntarily chosen to participate in the trip referenced on the trip application. In so doing, I acknowledge that I may be subjecting myself to dangers and hazards which could result in illness, injury or death. I also acknowledge that there are inherent risks and dangers which may arise at any time during the trip. I am specifically familiar with and accept the risks of the dangers and hazards referred to in the trip materials which have been provided to me. I am aware that medical services or facilities might not be available while I am participating in the trip. In particular:

#### **1. ASSUMPTION OF RISK**

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

- a. Death or injury occurring through vehicle accidents.
- b. Death, injury or illness from consumption of unsanitary food and water.
- c. Death or illness due to the contraction of a communicable disease.
- d. Death, injury or personal loss incurred as a result of political instability, criminal violation, and hostile environments.
- e. Death, injury or personal loss incurred as a result of a hurricane, volcanic eruption, an earthquake or other type of natural disaster.

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

I FURTHER ACKNOWLEDGE AND AGREE THAT OA's acceptance of my involvement

as a participant in their Volunteer Activities does not and will not make me an agent, contractor or employee of OA, and OA will not be obliged to assume any responsibility for my welfare in the event of my detention by lawful or unlawful means and that OA's policies prohibit OA from submitting to any form of extortion to obtain my release or otherwise ensure or protect my safety or well-being if I am taken hostage or otherwise victimized during the OA Volunteer Activities.

## **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, OA, its member, directors, officers, employees, volunteers, independent contractors, agents, representatives, partner NGOs, and each of them and their respective agents, executives, administrators, representatives, heirs, successors and assigns (the "Releases"), 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 OA Volunteer Activities including, without limitation, any personal injury, illness, death, property damage, or financial loss or other loss suffered by me or any of my family members or dependants, arising, directly or indirectly, from my participation in the OA Volunteer Activities, whether foreseen or unforeseen and regardless of the cause thereof including, without limitation, negligence or partial negligence on the part of the Releases or any of them including willful misconduct:

I FURTHER ACKNOWLEDGE AND AGREE that OA, 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 OA Volunteer Activities 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, whether I was involved in the creation or production of any of such 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 Releases for any and all claims made against any of the Releases 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 OA Volunteer Activities, 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 OA not recorded in this document.

