



## RELEASE AND WAIVER OF LIABILITY

### PLEASE PRINT LEGIBLY

This Release and Waiver of Liability is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (hereinafter the "Volunteer"), in favor of Haiti Lifeline Ministries, Inc. ("HLM"), a Kansas nonprofit corporation, its directors, officers, employees, agents, affiliates, and volunteers.

HLM is a nonprofit organization that provides funding, labor, and support for Centre Children International Lifeline d'Haiti in Croix-des-Bouquets, Haiti. The volunteer activities Volunteer may participate in may take place in Kansas, some other State, Haiti, or some other location. Many of the volunteer activities involve international travel to Haiti, which Volunteer understands is a third-world country to which travel is inherently dangerous. Volunteer recognizes the risks involved in HLM volunteer activities which may include physical injury, including death, damages, illness, contracting of disease, property damage or loss, which Volunteer may sustain as a result of participating in any and all activities connected with HLM volunteer activities, or the use of facilities or equipment in the course of performing HLM volunteer activities. Recognizing and accepting the risks involved in HLM volunteer activities, Volunteer accepts such risks and knowing such risks chooses to participate as a Volunteer. As a volunteer, Volunteer expressly assumes all potential liability and assumes all risk of injury or harm from any and all HLM volunteer activities in the United States, Haiti, or any other location in which Volunteer participates in volunteer activities in relation to HLM. Volunteer hereby expressly and specifically assumes all risk associated with HLM volunteer activities.

**WAIVER AND RELEASE.** Volunteer does hereby release and forever discharge and hold harmless HLM, its successors and assigns, directors, officers, agents, affiliates, Children International Lifeline d'Haiti, and Nicole Dieudonne ("Released Parties") from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's participation in any volunteer activity in relation to HLM. Volunteer understands and acknowledges that this Release discharges Released Parties from any liability or claim that the Volunteer or Guardian may have against Released Parties with respect to any bodily injury, personal injury, illness, death or property loss or damage that may result from Volunteer's participation in volunteer activities, whether caused by the negligence of HLM or its officers, directors, employees, or agents or otherwise. Volunteer also understands that, except as otherwise agreed to by HLM in writing, HLM does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury or illness.

**MEDICAL TREATMENT.** Except as otherwise agreed to by HLM in writing, Volunteer does hereby release and forever discharges Released Parties from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered to or on behalf of Volunteer in connection with Volunteer's participation in HLM volunteer activities.

**INSURANCE.** Volunteer understands that, except as otherwise agreed to by HLM in writing, HLM does not carry or maintain health, medical, disability or any other form of insurance coverage for any individual participating in HLM volunteer activities. HLM does reserve the right to purchase temporary travel insurance or any other type of insurance it chooses relating to or covering Volunteer, but such reservation does not create any obligation, duty or responsibility of HLM to secure or continue any such insurance.

**PHOTOGRAPHIC RELEASE.** Volunteer does hereby grant and convey unto HLM all right, title and interest in any and all photographic images and video or audio recordings made by or on behalf of HLM during Volunteer's participation in HLM volunteer activities, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

**OTHER.** Volunteer expressly agrees that this Release and Waiver of Liability, and any and all release herein, is intended to be as broad and inclusive as permitted by the laws of the State of Kansas, and that this Release and Waiver of Liability shall be governed and interpreted in accordance with the laws of the State of Kansas.

Volunteer acknowledges and agrees that this Release and Waiver of Liability has been read, and is being entered into a Volunteer's knowing and voluntary act without coercion or duress. Volunteer acknowledges that HLM is providing services and coordination on behalf of Volunteer for Volunteer's participation in HLM volunteer activities, which services and coordination are adequate consideration for Volunteer's releases and other agreements stated herein.