Version: 4/25/2019

## **VOLUNTEER INFORMATION AND RELEASE**

Thank you for choosing to volunteer with Project Mercy. Completion of this form is required for all volunteers working Project Mercy activities. Thank you again for your interest and willingness to help our southern neighbors in need!

Volunteer Name:	Volunteer Cell Phone:
	Volunteer Other Phone:
Volunteer E-Mail Address:	
Volunteer Mailing Address:	
City, State, Zip Code:	
Emergency Contact Name and Phone Numl	per:

## ASSUMPTION OF RISK, RELEASE, AND WAIVER

Project Mercy

This Assumption of Risk, Release, and Waiver (the "Release") is executed by Volunteer (and, if a minor, by Volunteer's Parent or Guardian on his or her behalf) in favor of Community Development Projects, Inc., dba "Project Mercy" ("Project Mercy"). Volunteer desires to work as a volunteer for Project Mercy in Mexico and/or the USA and agrees to the following:

- 1. <u>Waiver and Release.</u> Volunteer releases, discharges, and holds harmless Project Mercy from and against any liabilities, claims and demands of whatever kind or nature (including bodily injury, illness, property damage, and death) ("Claims") which arise from Volunteer's work for Project Mercy, even if caused by the negligence or fault of Project Mercy.
- 2. <u>Medical Treatment</u>. Volunteer authorizes medical treatment and releases, discharges, and holds harmless Project Mercy from and against any Claims which arise from first aid, medical treatment, or service rendered in connection therewith. Volunteer understands that Project Mercy does not assume any responsibility for, or obligation to provide, medical, financial or other assistance in the event of bodily injury, illness, property damage or death.
- 3. <u>Assumption of the Risk</u>. Volunteer understands that work for Project Mercy may include hazardous activities, including without limitation risks inherent in construction, strenuous physical activity, travel, and travel to a foreign country. Volunteer assumes the risk of injury or harm in these activities and releases, discharges, and holds harmless Project Mercy from and against any Claims arising from Volunteer's work for Project Mercy.
- 4. <u>No Insurance</u>. Project Mercy does not carry or maintain health, medical or disability insurance coverage for Volunteer.
- 5. <u>Photographic Release</u>. Volunteer grants Project Mercy all right to and title in any photographic images, video or audio recordings made by Project Mercy during the Volunteer's activities with Project Mercy, including any proceeds or other benefits derived.
- 6. Other. This Release is intended to be as broad as permitted by the laws of the State of California and shall be governed by the laws of the State of California. If any clause or provision of the Release is held to be invalid, that shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable to the maximum degree allowed by the law. The benefits of this Release extends to the employees, agents, officers, board members, successors, and assigns of Project Mercy.
- 7. <u>Waiver of California Civil Code Section 1542</u>. Volunteer waives the provisions of California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
- 8. <u>Continuing Applicability</u>. This Release applies to all activities of Volunteer as a volunteer for Project Mercy whether on this date or at any time in the future.

I have read this Release, understand its contents, and agree to its terms and conditions:

Volunteer Signature:	Date:
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## If Volunteer is a minor, he or she to sign above and Parent/Guardian to supply information and sign below:

I am the Parent or legal Guardian of the Volunteer and I hereby allow Volunteer to participate in Project Mercy Volunteer work. I have read this Release, understand its contents, and agree to its terms and conditions.

Parent/Guardian Name		Date:
Parent/Guardian Cell Phone:	Parent/Guardian Other Phone:	
Parent/Guardian E-Mail Address:		
Parent/Guardian Mailing Address:		
City, State, Zip Code:		

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