

**SISTERS OF MERCY OF THE AMERICAS
FOCUS ON HAITI**

**Volunteer Acknowledgment,
Program/Travel Waiver and Indemnity Agreement**

Name:

(Please Print)

Volunteer Activity:

Volunteer Mission to Gros Morne, Haiti

Dates of Activity:

Between and including _____ and _____, 2018

1. Assumption of Risks. I certify that I am cognizant of inherent dangers associated with participating in the Volunteer Mission to Gros Morne, Haiti (including travel to and from the activity) (the "Activity"), including accidents and any other harm, injury, illness or damage which may befall me. I understand that neither the Sisters of Mercy of the Americas, Focus On Haiti, nor any of the employees, agents or volunteers of the aforementioned organizations (collectively "FOH") serve as guardians or insurers of my safety in connection with any aspect of the Activity. I acknowledge responsibility for providing my own health and travel insurance including without limitation emergency evacuation coverage.

2. Physical Preparedness. I understand that it is my responsibility to have a medical examination to assure myself that I am physically capable of participating in the Activity. I assume all risks for failing to do so. I understand that if I need an accommodation to address a medical condition or disability in order to participate in the Activity, I must have an accommodation plan on file with FOH no later than _____, 2018.

3. Volunteer Status. I acknowledge that FOH is a charitable, religious non-profit organization and that my participation in the Activity is strictly on a volunteer basis and that no employment or contractor relationship exists between FOH and me with respect to the Activity. I acknowledge that I have decided to become a volunteer for the FOH solely in pursuit of my own charitable purposes, and due to my support of FOH's mission and objectives. I have no expectation of receiving wages, fees, in-kind compensation, or benefits, or any future paid position or employment, in exchange for my volunteer service in the Activity, and I understand and agree that FOH will not provide me any employee benefits, including health insurance, workers' compensation, unemployment insurance, or accident or disability insurance, as a result of my service as a volunteer. I understand and agree that my volunteer service can be discontinued by FOH or by me at any time and for any reason, with or without cause, and with or without advance notice. I agree to observe the standards set forth in the policies, procedures instructions and standards provided to me by FOH.

4. Eligibility and Competence to Sign. I further state that I am eighteen years of age or older and legally competent to sign this Volunteer Acknowledgment, Program/Travel Waiver and Indemnity Agreement ("Agreement"); that I understand the terms herein are contractual and not a mere recital; and that I have signed this Agreement and knowingly assume the obligations set forth herein. This Agreement shall serve as a release of liability and assumption of risk for myself, my heirs, executor and administrators and for all members of my family in connection with the Activity and my volunteer service to FOH. In the event that the volunteer identified above is a minor, this Agreement shall be signed by the minor's parent or guardian on behalf of the minor, accepting all the terms of this Agreement on behalf of the minor.

5. Governing Law. This Agreement shall be governed and interpreted under Maryland law without respect to any choice of law principles to the contrary.

5. Release and Indemnification. In consideration of my being selected for, and my being allowed to participate in, the Activity, I hereby personally assume all risks in connection with said activity, and **I RELEASE FROM LIABILITY, AND HOLD HARMLESS FOH, INCLUDING ANY CONGREGATION OR ORDER AFFILIATED WITH FOH AND THEIR RESPECTIVE MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, FACULTY, VOLUNTEERS AND AGENTS FROM ANY HARM , INJURY OR DAMAGE THAT MAY BEFALL ME, INCLUDING ALL RISKS RELATED TO THE ACTIVITY, WHETHER FORESEEABLE OR NOT AND REGARDLESS OF WHETHER SUCH HARM, INJURY OR DAMAGE ARISES FROM THE NEGLIGENCE OR CARELESSNESS OF FOH OR ANY OTHER PARTY RELEASED BY THIS AGREEMENT.** I agree to indemnify FOH for any damage, liability or loss caused by my actions or inactions which any reasonable person would understand under the circumstances could cause such damage, liability or loss.

I have fully informed myself of the contents of this document. I understand its meaning in all respects. Any questions I may have had have been answered to my satisfaction.

Volunteer Signature

Date

In consideration for FOH's willingness to allow my child to participate in the Activity, **I, INDIVIDUALLY AND ON BEHALF OF MY CHILD, RELEASE FROM LIABILITY, AND HOLD HARMLESS FOH, INCLUDING ANY CONGREGATION OR ORDER AFFILIATED WITH FOH AND THEIR RESPECTIVE MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, FACULTY, VOLUNTEERS AND AGENTS FROM ANY HARM , INJURY OR DAMAGE THAT MAY BEFALL MY CHILD OR ME, INCLUDING ALL RISKS RELATED TO THE ACTIVITY, WHETHER FORESEEABLE OR NOT AND REGARDLESS OF WHETHER SUCH HARM, INJURY OR DAMAGE ARISES FROM THE NEGLIGENCE OR CARELESSNESS OF FOH OR ANY OTHER PARTY RELEASED BY THIS AGREEMENT.**

Parent/Guardian Signature
(if Volunteer is a minor)

Date

Subscribed to and sworn to before me, this _____ day of _____, 20____, a Notary Public in and for _____ County, State of _____.

Notary Public

My commission expires:
