

VOLUNTEER'S AGREEMENT AND RELEASE FROM LIABILITY

1. Voluntary Participation: I have applied to participate as a volunteer for Ayiti Now Corp ("ANC"), a non-profit nongovernmental organization which fulfills its mission by assisting disadvantaged children in rural communities in Haiti by implementing health, education, and sustainability projects, often in dangerous regions. I agree that my participation is strictly voluntary and I freely choose to participate. I understand that as a volunteer for ANC, ANC will **not**:

- pay for my services;
- reimburse me for my expenses; or
- provide coverage under any insurance policy including, but not limited to, medical, property, health, liability insurance and workers' compensation benefits.

I further agree that my participation as a volunteer for ANC may be terminated at any time by ANC or by me. I recognize that my participation will be largely, if not wholly, unsupervised.

I acknowledge that ANC is a non-profit corporation and that I may not profit from any activity related to it. I understand that I may not enter into agreements for ANC and that any requests of this nature must be forwarded to the Board of Directors.

I understand that in all my dealings with the public as a volunteer, I am representing ANC, and that the public will consider my words and actions regarding outreach activities representative of the attitude and position of ANC. If I enter into activities of a political or controversial nature, I am doing so as an individual, not as a representative of ANC.

2. Assumption of Risks: I AM AWARE THAT, IN PARTICIPATING AS AN ANC VOLUNTEER, I MAY BE EXPOSED TO MANY RISKS, INCLUDING ILLNESS, PERSONAL INJURY, DETAINMENT, OR DEATH, OR DAMAGE TO, OR THEFT OF MY PROPERTY. WITH KNOWLEDGE OF THESE RISKS, I ACCEPT ANY AND ALL RISKS OF ILLNESS, PERSONAL INJURY, DETAINMENT, OR DEATH, OR DAMAGE TO OR THEFT OF MY PROPERTY, AND I VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE _____.

3. Release and Covenant Not to Sue: In consideration of the opportunity afforded me to participate as an ANC volunteer, I hereby agree that neither I nor my successors, assignees, heirs, guardians, employer and legal representatives will make any claim against ANC, its principals, officers, directors, agents, employees, volunteers, donors and insurers, nor any of their affiliated organizations, officers, directors, trustees, regents, employees, agents, volunteers, donors or insurers (collectively referred to in this agreement as the "Released Parties") for illness, injury, detainment, death or any other damage, loss or harm resulting (or alleged to result) from the acts or omissions of any person or entity, however caused.

Without limiting the generality of the foregoing, I hereby waive and release the Released Parties from any and all claims, rights to compensation or causes of action by me, my successors, assignees, heirs, guardians, employer or legal representatives that may arise from my participation in this program including those relating to

- (1) damage to or loss of property sustained by me during my participation as an ANC volunteer,
- (2) medical or hospital care, personal illness, injury or death sustained by me during my participation as an ANC volunteer, or
- (3) any act or omission of the Released Parties before, during or after the project is completed (except for intentional misconduct).

I intentionally and knowingly waive any and all such claims that I may at any time have against the Released Parties, and I reserve only and do not waive or release claims for intentional misconduct. This release and waiver of liability shall be binding and enforceable against me and my heirs, personal representatives, guardians, successors and assigns and shall be governed by the law of the State of

Florida, without giving effect to any choice of law or conflict of law provisions.

4. Acknowledgement of Precautions and Health Condition: I understand that travel to the project location may require special visa arrangements, health precautions and vaccinations and other medical preparation and I acknowledge that I will make preparations to safeguard my health and comply with all recommended precautions pertaining to my health and safety. In this regard I acknowledge that I have had the opportunity to seek medical advice and will follow such advice as I have received. I also certify that I am in sound physical and mental health at this time and expect to be in sound mental and physical health during the entirety of the time when traveling to and from the project location. I further certify that I have informed the project manager or health point person for the project of any pre-existing health problems, insect, food or medication allergies and will bring appropriate medication to treat these health problems. I understand that ANC assumes no responsibility for health care expenses incurred either abroad or in the U.S. prior to, during or after the project. I further certify that I have obtained all immunizations and malaria prophylaxis recommended by my health care provider and the World Health Organization and/or the CDC and that my health insurance coverage is adequate for my participation in the project.

5. Consent to Medical Treatment: In the event of my injury or illness, if I am unable to do so myself, I hereby authorize the project manager or other appointed official of ANC, in his or her reasonable judgment, at my expense, to secure any necessary treatment, including administration of anesthetic and surgery, blood products and such medications as may be recommended or prescribed and to disclose any medical information about me as may be reasonably necessary for my treatment. I also agree that if my condition so requires, I may be returned to the United States at my expense.

6. Use of Recorded Material: I further consent to ANC's unrestricted and royalty-free use of any photographs, recordings, interviews, videotapes, motion pictures or similar visual or auditory recording created in connection my volunteering, and I authorize ANC to use my name, biographical data, and visual/audial representation in connection with such use.

7. Notice of Emergencies: I agree to notify ANC as soon as practicable of any illness or personal injury, security or safety threats, legal issues, or other high-risk or emergency situations that arise during my participation as an ANC volunteer, but in no event later than one (1) week after my return from travel to the location identified below.

8. Confidentiality: Volunteer does hereby agree not to disclose or use at any time, any information disclosed to, or acquired by, volunteer with regard to ANC, including its Board, Employees, and agents, during the term of their volunteering experience. Volunteer agrees that they shall not, without written consent by the ANC's Executive Director, disclose to third parties or use for their own financial or other benefit, directly or indirectly, or for the financial or other benefit of others, any information, data, reports, programs, listings, tapes, summaries, of any papers, or documents, or copies of such. Volunteer shall take all necessary precautions to prevent any other person, firm, or outside source with which they may be associated, or not associated with, from acquiring confidential or personal information relating to the ANC, its Board or Employees (including their families) at any time. Volunteer agrees that all confidential and personal information shall be deemed to be, and shall be treated as, the sole and exclusive property of the ANC. Upon termination of volunteer services, the Volunteer agrees to turn over all notes, reports, computer programs, and files, and any other materials relating to the ANC. All work created or produced by the Volunteer is the property of the ANC. Nothing produced shall be published without the prior written approval of the Executive Director.

9. Knowing and Voluntary Execution: I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. PRIOR TO EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. I AM AWARE THAT THIS IS A CONTRACT BETWEEN ME AND ANC AND A RELEASE AND WAIVER OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.

Executed at (city) _____ (state) _____ on (date) _____

Volunteer (signature) Volunteer Name (please print)

Ayiti Now Corp Representative (signature) by: (print title)

· **Travel Dates Travel Location (please print)**

Volunteer Address (please print)

City/State/Zip

Telephone Number Age

· **List any medical conditions/allergies which may affect your volunteer work:**

· **In case of emergency contact:**

Relationship: _____ Phone: _____

E-mail: _____

Please return completely executed document via regular mail or email to:

Ayiti Now Corp
P.O. Box 190662
Miami Beach, FL 33119

vca@haiti-now.org

AYITI NOW CORP