



HavServe Volunteer Service Network (HavServe) Inc.

The name, HavServe, comes from the understanding that if you have, you serve. If you have time, you serve. If you have compassion, you serve. If you have resources, you serve. If you have knowledge, you serve.

NATIONAL AND VIRTUAL VOLUNTEER RELEASE AND WAIVER OF LIABILITY

I, _____ (Volunteer Name), do hereby acknowledge that I elect to volunteer with HavServe, either remotely or in person.

This is to certify that I will not hold HavServe Volunteer Service Network Inc. (“HavServe”) or any person connected with HavServe liable for any injury or other claim incurred in connection with the opportunity to volunteer with HavServe.

LIABILITY WAIVER

To the fullest extent permitted by law, I, on behalf of myself, my family, my estate, and each of such person’s heirs, executors, administrators, successors, affiliates, and assigns (together with myself, the “Releasing Parties”) fully, unconditionally, and without reserve, release, and forever discharge, HavServe and its employees, representatives and directors (the “Released Parties”) from any and all claims, demands, losses, costs, expenses, including attorneys’ fees and expenses, obligations, liabilities, deficiencies, or damages of every kind and nature whatsoever, known or unknown, now existing or that may arise in the future, which arise out of or are attributable to or in any way based upon or related to my volunteering with HavServe.

I UNDERSTAND AND ACKNOWLEDGE THAT THE CLAIMS BEING RELEASED HEREUNDER INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED UPON OR IN ANY WAY RELATED TO THE NEGLIGENCE OF HAVSERVE, AND/OR ANY OR ALL OF THE RELEASED PARTIES.

INDEMNIFICATION

The Releasing Parties agree, jointly and severally, to indemnify and hold harmless HavServe from and against any and all costs, liabilities, expenses, including attorneys’ fees and expenses, damages, claims, losses, and actions arising out of any matter released or purported to be released by the Releasing Parties herein, whether or not such costs, liabilities, expenses, damages, claims, losses, or actions arise out of the sole or contributory negligence of any of Released Parties. I understand, without limiting the foregoing, that this means that I will make sure HavServe and its employees, representatives, and directors never have any loss as a result of their activities, even if negligent.

VOLUNTEER REPRESENTATIONS

I hereby represent and warrant the following:

- I am eighteen (18) years of age or older.
- I have read and understood this Release.
- I have no history of child abuse or neglect, kidnapping, drug use, trafficking or any criminal activity, and if such is discovered, legal and criminal action may be taken against me as an individual, with no liability whatsoever to HavServe.
- I understand that HavServe's mission is to utilize volunteers to strive to meet the Sustainable Development Goals, otherwise known as the Global Goals, build on the Millennium Development Goals (MDGs) in small towns and villages through community-led development and by empowering villagers (women, men, youth and children) with the education, training, and basic services necessary for them to play an ever-increasing role in determining their own futures.
- I understand and agree with HavServe's mission and vision statements.

COMMITMENTS

I hereby commit to the following before and during my volunteer service:

- I will perform my duties and regulate my conduct in conformity with the mission, vision, volunteering purposes, and interests of HavServe.
- I will acquiesce to the authority of the HavServe staff and its representatives.
- I will abide by the rules and policies of HavServe.
- I will maintain an awareness of appropriate conduct and my surroundings in order to minimize any risk to either myself or my fellow volunteers. I acknowledge that breaching this covenant may subject me to legal liability.
- I will abide by the HavServe application process, which is: (a) submit a complete application through the HavServe Volunteer Database (Volgistics), (b) submit a complete application with the requested fee through the approved Volunteer Background Checks System (Verified Volunteers Platform) (b) sign a Release identical or similar to this Release, (c) accept a specific assignment(s) from HavServe, and (d) coordinate with HavServe for reporting on the completion of my volunteer tasks.
- I will assume responsibility for providing my own health, accident, and life insurance.

GOVERNING LAW

Each Releasing Party agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland and that if any portion of this Release is held invalid, the balance will, notwithstanding, continue in full legal force and effect. I agree that any claim or dispute arising from or related to this Release or any activity on behalf of HavServe in which I participate shall be governed by the laws of the State of Maryland and applicable laws of the United States. The venue for resolving such dispute shall be the courts in the State of Maryland located in Prince George County in Maryland.

WAIVER OF JURY TRIAL

EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF VOLUNTEERING WITH HAVSERVE, THE ACTIONS OF HAVSERVE, THE ACTIONS OF HAVSERVE VOLUNTEERS OR STAFF OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

MISCELLANEOUS

- Relationship: I shall not be considered staff of HavServe and therefore shall not be entitled to any of the benefits established for such staff member.
- Work Assignment: I will submit to HavServe all work accomplished and shall receive no compensation for volunteering time with HavServe. Further, I accept legal responsibility for all activities related to the product, services or work referred to in this Release and for any damages or claims which may result from its normal execution, and release HavServe and its members from all legal responsibility for said activities.
- Force Majeure / Termination: In the event that unforeseen conditions preclude the fulfillment of this volunteer agreement, it may be terminated by either party upon immediate written notice to the other party
- Amendments: The obligations assumed by HavServe in this volunteering contract may be changed or cancelled, as the case may be, as a result of any modification in the projects or programs budget of HavServe, its rejection by HavServe leadership or other competent bodies of the organization or any other unforeseen financial limitations.
- Copyright: I hereby grant and convey to HavServe all right, title, and interests in any and all works created by me in connection with my providing volunteer services to HavServe, including without limitation all works of authorship, developments, concepts, improvements or trade secrets, whether or not registrable under copyright or similar laws. HavServe shall also be entitled to make whatever changes or eliminate whichever parts of such works it deems advisable. Volunteerism is the hallmark of HavServe. Volunteers create, govern, fund and staff HavServe activities and programs. Therefore, works performed during my volunteering activities with HavServe is part of the charitable portfolio of HavServe.
- Publicity: I hereby provide HavServe and any person connected to HavServe the authority to use any and all photos and videos taken during volunteer service for promotional and advertising use.
- Use of Name, Emblem or Official HavServe Logo: I shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that I have a contractual relationship with HavServe, nor shall I, in any manner whatsoever, use the name, emblem or official HavServe logo, or any abbreviation of the name of HavServe, in connection with its business or otherwise without the written permission of HavServe.

I, the undersigned, am at least 18 years of age or I am the parent or guardian of a participant who is less than 18 years of age. I have read this Performance Authorization, Release, and Waiver of Liability and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

Signature of Participant

Date

Witness

Printed Name

Signature of Guardian

Date

Witness

Printed Name