



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.

Trip Release and Waiver of Liability

I, _____, a volunteer trip participant, hereby certify that I am eighteen (18) years of age or older and acknowledge that this RELEASE is binding on me and my executor, administrators, heirs and assigns. I hereby acknowledge and agree as follows:

I desire to travel to one or more foreign countries in cooperation with HavServe Volunteer Service Network (HavServe). HavServe is organizing volunteer trips to Haiti and it is my desire, in recognition of this valuable service to me, that HavServe and its employees, representatives and directors (the "Released Parties") have no legal exposure. Therefore, I covenant and agree as follows:

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, 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 taking part in a trip 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.

1. 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.
2. I understand that HavServe's Mission is to utilize volunteerism to support small towns and villages through community-led development and by empowering villagers with the education, training, and basic services necessary for them to play an ever-increasing role in determining their own futures. I understand that 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. I understand and agree with this mission and vision statement. I am willing to be led by the authority of the HAVSERVE staffs and its representatives and will abide by the rules and policies of HAVSERVE.
3. By choosing to volunteer, please be aware that you may be engaging in a variety of volunteer activities. These may involve physical activity, contact with unidentified and unfamiliar persons, travel to and from unspecified locations and other potential risks of injury. As a volunteer, you will therefore, participate in these activities at your own risk. HavServe Volunteer Service Network does not bear responsibility for any risks, including any accident or injury to person or property that may be sustained in connection with your participation as a volunteer. It is your responsibility and legal obligation to maintain an awareness of appropriate conduct and your surroundings in order to minimize any risk to either yourself or your fellow volunteers. It is our understanding that you have no history of child abuse or neglect, kidnapping, drug use, trafficking or any criminal activity, and that if such is discovered, legal and criminal action may be taken against you as an individual, with no liability whatsoever to HavServe Volunteer Service Network.
4. I understand that travel to some areas of the world involves greater health and safety risks than general international travel. My signature on this RELEASE, and my participation in any such activity associated with the trip indicates that I have to my full satisfaction obtained all information necessary for me to assess the risk and to willingly participate.

5. Furthermore, I give HAVSERVE and its representative(s) authority to request and authorize medical and/or hospital treatment for the benefit of me in the event of any injury or sickness sustained by me while on any such trip or during any activity on or related to such trip, including, without limitation, while traveling to and from any foreign country.
6. I understand that secondary insurance, including emergency medical evacuation insurance, may be purchased by HAVSERVE for volunteer trip participants serving with HAVSERVE on an international trip. I understand that the coverage provides a basic level of protection and is not intended to replace any personal insurance that I may have. In case of an incident, I agree to pay for all such treatment and to reimburse HAVSERVE for all costs and expenses incurred by it with respect to such treatment. In the event of such an emergency, I understand that HAVSERVE will notify the named emergency contact from my trip application as soon as reasonably possible. I have submitted in my application the name and address of my designated beneficiary for the purchase of secondary insurance. I understand that this is the person to whom life insurance benefits would be paid in the unlikely event I die while serving with HAVSERVE.
7. International acts of terrorism, violence, and kidnapping are a tragic part of current reality. I agree with HAVSERVE that governments, organizations, and individuals have a common interest in not giving in to terrorist demands. I agree with HAVSERVE that concessions, whenever made, only encourage further attacks and put additional people at risk. I understand that in the event that I am held as hostage or a victim of kidnapping, HAVSERVE will use all legitimate means to secure my release but will not make any concessions to terrorists nor negotiate payment of ransom for my release.
8. The VOLUNTEER shall not be considered a staff of HavServe Volunteer Service Network, not shall he (she) be entitled to any of the benefits established for such staff member. The VOLUNTEER shall be responsible for his (her) own travel arrangements (applications for passport and visas, customs requirements, etc.). He (she) also assumes responsibility for providing his (her) own health, accident, and life insurance and releases HAVSERVE and its staff from any obligation or liability in case of illness, accident or death. However, he (she) agrees to perform his (her) duties and to regulate his (her) conduct in conformity with the mission, vision, volunteering purposes, and interests of HAVSERVE.

9. All rights, including title and copyright in any work performed under the terms of this Agreement, shall be vested in HAVSERVE, which shall also be entitled to make whatever changes or eliminate whichever parts it deems advisable.
10. 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. The VOLUNTEER shall undertake to submit to HAVSERVE all work accomplished and shall receive no financial compensation for volunteering activities with HAVSERVE.
11. The VOLUNTEER accepts legal responsibility for all activities related to the product, services or work referred to in the present Agreement and for any damages or claims which may result from its normal execution, and agrees to free HAVSERVE and its members from all legal responsibility for said activities.
12. 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.
13. The VOLUNTEER will only provide her services on approved and assigned projects and/or programs.
14. THE VOLUNTEER agrees to abide by the established basic security and safety procedures established by HavServe to travel outside the Lebrun village and to always be accompanied by trusted HavServe local volunteers only and to keep the international leadership informed 24 hours before leaving the assigned project sites (Lebrun village and surrounding communities).
15. THE VOLUNTEER agrees to work with HavServe local leadership on supporting community cohesion around financial matters and international support/resources to local villagers (such as cash and/or in-kind donations to local villagers and volunteer participants).

16. The VOLUNTEER agrees to abide by the HavServe application process for all future prospective invitees to the HavServe projects/programs, which is: (a) submit a complete application through the HavServe Volunteer Database (Volgistics), (b) after approval, sign a liability agreement/waiver, (c) accept a specific assignment(s) from HavServe (d) pay all fees for local expenses established by HavServe.
17. For security purposes, the VOLUNTEER agrees to allow access to only trusted and screened HavServe local staffs in the HavServe Volunteer Home Base.

Each Releasing Party agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Maryland and that if any portion of this release, waiver, and indemnity agreement is held invalid, the balance will, notwithstanding, continue in full legal force and effect. I agree with any claim or dispute arising from or related to this Trip Release and waiver of Liability or any trip in which I participate shall be governed by the States of Maryland law and applicable laws of the United States. The venue for resolving such dispute shall be Prince Georges County in Maryland.

IN WITNESS WHEREOF, I have duly executed and delivered this Agreement as of

Full name of Trip Participant (Please Print)

Signature of Trip Participant

Date:

Medical Insurance Carrier: _____

Policy Number: _____