



Education for Students • Sustainable Livelihoods for their Communities

VOLUNTEER WAIVER FORM

**PLEASE READ CAREFULLY
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS**

RELEASE AND WAIVER OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY (the “Release”) is given on this ____ day of <MONTH>, <YEAR>, by _____ (“Volunteer”) in favor of the EKARI Foundation, a Washington state based nonprofit corporation/incorporated NGO in Malawi (“EKARI Foundation”), and its directors, officers, employees, and agents, and the heirs, executors, personal representatives, successors and assigns of each of them (“EKARI Foundation Parties”).

Volunteer desires to work as a volunteer for the EKARI Foundation in Malawi, Africa (“Project”) and to engage in the other activities related to being a volunteer, which may include but are not limited to teaching, community outreach and sensitization campaigns, assessments, program support, program research and development, administrative/process improvement, travel to and from site locations, and other participatory activities.

Volunteer does hereby freely, voluntarily, and without duress, give this Release under the following terms:

1. Waiver and Release. Volunteer does hereby release and forever discharge and hold harmless the EKARI Foundation and EKARI Foundation Parties from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s activities with EKARI Foundation, and does covenant not to sue the EKARI Foundation or the EKARI Foundation Parties with respect to such matters.

Volunteer understands and agrees that this Release discharges each of the EKARI Foundation Parties and the EKARI Foundation from any liability or claim that Volunteer may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s activities with respect to the Project or the EKARI Foundation. Volunteer also understands and agrees that neither EKARI Foundation nor EKARI Foundation Parties assume any responsibility for or obligation to provide financial assistance or any other assistance, including but not limited to medical, health, or disability insurance in the event of injury, illness, death, or property damage (See Insurance provision below).

2. Medical Treatment. Volunteer does hereby release and forever discharge the EKARI Foundation and the EKARI Foundation Parties from any claim whatsoever which arises on account of any first aid, treatment or service rendered in connection with or as a consequence of Volunteer’s work on the Project.

3. Assumption of the Risk. Volunteer understands that time spent on the Project or with the EKARI Foundation may include activities that are hazardous or dangerous, including but not limited to traveling between site locations, use of equipment, use of potentially unsafe materials, moving heavy object or gear. Volunteer understands that accordingly, in some situations, activities involving the Project will be inherently dangerous. Volunteer hereby expressly and specifically assumes the risk of injury, harm, or death and releases the EKARI Foundation and the EKARI Foundation Parties from all liability for injury, illness, death or property damages resulting from Volunteer’s time or as a consequence of time spent with the EKARI Foundation and the Project.

4. Insurance. Volunteer understands that EKARI Foundation and the EKARI Foundation Parties do not carry or maintain health, medical, or disability insurance coverage for any Volunteer and expressly disclaim responsibility for providing any health, medical, or disability insurance on behalf of any Volunteer. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN EFFECTIVE MEDICAL OR HEALTH COVERAGE PRIOR TO DEPARTING FOR MALAWI OR PARTICIPATING IN THE PROJECT.

5. Media/Photographic Release. Volunteer does hereby grant and convey unto the EKARI Foundation all rights, title, and interest in any and all photographic images and video or audio recordings made by the EKARI Foundation during the Volunteer’s activities with respect to the Project, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington in the United States of America, and that this Release shall be governed by and interpreted by the laws of the States. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, all of which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first written above.

Witness: _____

Volunteer: _____

PARENTAL PERMISSION

In consideration of the opportunity afforded my (our) child to assist on a voluntary basis in the Project, I (we) give my (our) permission for my (our) child to participate in the Project, and I (we), on behalf of my (our) child and myself (ourselves) agree to the terms and conditions set forth within this agreement such that all recitals, acknowledgements, understandings, releases, waivers, discharges, assumptions of risk, grants, conveyances and other agreements of Volunteer so set forth shall be binding upon me (us) and my (our) child with respect to the participation of my (our) child in the Project. Without limiting the generality of the foregoing, I (we), on behalf of my (our) child and myself (ourselves), do hereby release and forever discharge and hold harmless the Ekari Foundation and EKARI Foundation Parties from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my (our) child's activities as a volunteer with respect to the Ekari Foundation or the Project.

Signed this ____ day of _____, _____.

Parent Name (print): _____

Parent Name (print): _____