

RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement (“Agreement”) is executed on this ___ day of Month_____, 20___, by _____ (“Volunteer”) in favor of AFRICA CRIES OUT (“ACO”), a nonprofit corporation organized under the laws of the State of Oregon and operating at 1171 E Putnam Avenue, Riverside, Connecticut 06878, together with its officers, directors, board members, physicians, medical personnel, volunteers, coordinators, team leaders, employees, representatives, agents, affiliates, successors, assigns, partnering organizations, churches, sponsors, and insurers (collectively referred to as the “Released Parties”).

The Volunteer desires to participate in ACO’s medical, humanitarian, educational, construction, evangelistic, and related mission activities in Senegal and other locations, including all travel to and from such locations (collectively, the “Activities”).

The Volunteer understands and acknowledges that participation in the Activities involves significant risks, including but not limited to illness, infectious disease, disability, injury, emotional distress, property loss, permanent disability, death, evacuation delays, civil unrest, transportation accidents, inadequate medical care, foodborne illness, political instability, terrorism, crime, natural disasters, and other known and unknown risks associated with international travel and humanitarian work in remote or underdeveloped areas.

1. RELEASE AND WAIVER OF LIABILITY

The Volunteer hereby fully releases, waives, discharges, and covenants not to sue the Released Parties from any and all liability, claims, demands, causes of action, damages, losses, costs, or expenses of any kind, whether known or unknown, foreseen or unforeseen, arising out of or related in any way to the Volunteer’s participation in the Activities.

This release includes, without limitation, claims arising from personal injury, bodily injury, illness or disease, infectious diseases including COVID-19 or tropical illnesses, emotional distress, property damage or loss, disability, death, transportation accidents, delayed or unavailable medical treatment, and negligence of the Released Parties, to the fullest extent permitted by law.

THE VOLUNTEER UNDERSTANDS THAT THIS AGREEMENT IS INTENDED TO RELEASE THE RELEASED PARTIES FROM LIABILITY EVEN IF THE CLAIMS ARISE FROM THE

NEGLIGENCE OF A RELEASED PARTY, EXCEPT FOR CLAIMS ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WHERE PROHIBITED BY APPLICABLE LAW.

2. ASSUMPTION OF RISK

The Volunteer knowingly and voluntarily assumes all risks associated with participation in the Activities, including risks associated with international travel, medical mission work, exposure to disease or infection, unsanitary or hazardous conditions, remote environments, poor infrastructure, lack of immediate medical facilities, political instability, criminal acts of third parties, transportation by automobile, bus, boat, or aircraft, physical labor, and exposure to extreme weather and environmental conditions.

The Volunteer accepts full personal responsibility for any resulting injury, illness, damage, loss, disability, or death.

3. MEDICAL TREATMENT AND EMERGENCY CARE

The Volunteer certifies that he or she is physically and mentally fit to participate in the Activities and has no medical condition that would create unreasonable risk.

The Volunteer acknowledges that ACO does not guarantee access to medical facilities, evacuation services, medications, or emergency transportation.

The Volunteer authorizes ACO and its representatives to obtain emergency medical treatment on the Volunteer's behalf if necessary. The Volunteer accepts full financial responsibility for any medical treatment, transportation, evacuation, hospitalization, or related expenses incurred.

The Volunteer further releases the Released Parties from any claim arising from medical care, first aid, treatment decisions, delays in treatment, or failure to provide treatment.

4. HEALTH REQUIREMENTS

The Volunteer agrees to obtain all recommended vaccinations, immunizations, medications, and health precautions recommended by the United States Centers for Disease Control and Prevention (CDC), World Health Organization (WHO), and relevant local authorities.

The Volunteer understands that all associated costs are the Volunteer's sole responsibility.

5. INSURANCE

The Volunteer understands that ACO generally does not provide health, medical, travel, evacuation, disability, accident, or life insurance coverage for Volunteers.

The Volunteer is solely responsible for obtaining and maintaining adequate insurance coverage, including international medical evacuation insurance if desired.

6. INDEMNIFICATION

The Volunteer agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, costs, expenses, attorney's fees, or losses arising out of the Volunteer's actions or omissions, violation of laws or regulations, violation of ACO policies, injury or damage caused by the Volunteer to any person or property, or claims brought by third parties related to the Volunteer's participation.

7. VOLUNTEER STATUS

The Volunteer understands and agrees that he or she is participating solely as an unpaid volunteer and is not an employee, contractor, agent, or representative of ACO.

The Volunteer is not entitled to wages, benefits, workers' compensation coverage, unemployment benefits, or other employment protections.

8. CODE OF CONDUCT

The Volunteer agrees to comply with all ACO rules, leadership instructions, local laws, safety protocols, and ethical standards.

ACO reserves the right to remove any Volunteer from participation at any time, with or without cause, if ACO determines that the Volunteer's conduct may endanger others, disrupt operations, violate laws, or damage the reputation or mission of ACO.

The Volunteer understands that ACO is not responsible for costs associated with dismissal from the mission or early return travel.

9. PHOTOGRAPHIC AND MEDIA RELEASE

The Volunteer grants ACO the unrestricted right to use, reproduce, publish, distribute, and display photographs, video recordings, audio recordings, statements, or likenesses of the Volunteer taken during participation in the Activities for lawful promotional, educational, fundraising, documentary, social media, or nonprofit purposes without compensation.

10. GOVERNING LAW AND VENUE

This Agreement shall be governed by and interpreted under the laws of the State of Connecticut, without regard to conflict of law principles.

Any legal action arising under this Agreement shall be brought exclusively in the state or federal courts located in Connecticut, and the Volunteer consents to the jurisdiction of such courts.

11. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and supersedes any prior oral or written statements relating to the subject matter herein.

The Volunteer acknowledges that he or she has carefully read this Agreement, fully understands its contents, and signs it voluntarily.

VOLUNTEER INFORMATION

Volunteer Name (Print): _____

Signature: _____

Date: _____

Address: _____

Phone: _____

Email: _____

Passport Issued Country & Number : _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Relationship: _____

FOR MINORS UNDER 18 YEARS OLD

I am the parent or legal guardian of the above-named minor. I have read and understand this Agreement and consent to the minor's participation in the Activities. On behalf of myself and the minor, I agree to all terms of this Agreement.

Parent/Guardian Name (Print): _____

Signature: _____

Date: _____

WITNESS

Witness Name (Print): _____

Signature: _____

Date: _____