

VOLUNTEER'S AGREEMENT AND RELEASE FROM LIABILITY

1. **Voluntary Participation:** I have voluntarily applied to participate on the _____ a project supported by Engineers Without Borders – USA (“EWB-USA”), a non-profit non-governmental organization which fulfills its mission by partnering with disadvantaged communities to implement sustainable engineering solutions, often in dangerous regions. I understand that as a volunteer on this project, EWB-USA will **not**:

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

I further agree that my participation on this EWB-USA project may be terminated at any time by EWB-USA or by me. I recognize that my participation will be largely, if not wholly, unsupervised.

2. **Assumption of Risks: I AM AWARE THAT, IN PARTICIPATING ON THIS PROJECT, 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 a volunteer on this EWB-USA project, I hereby agree that neither I nor my successors, assignees, heirs, guardians, employer and legal representatives will make any claim against EWB-USA, its principals, officers, directors, agents, employees, volunteers, donors and insurers, _____ University, its governing board, 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 of me, my successors, assignees, heirs, guardians, employer or legal representatives that may arise from my participation on this project including those relating to (1) damage to or loss of property sustained by me during my participation on this project, (2) medical or hospital care, personal illness, injury or death sustained by me during my participation on this project, 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 Colorado, without giving effect to any choice of law or conflict of law provisions. I verify that I have read this paragraph by **PLACING MY INITIALS HERE _____.**

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 all preparations necessary 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 and safety officer for the project of any pre-existing health conditions, insect, food or medication allergies and will bring appropriate medication to treat these health conditions. I understand that EWB-USA 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 U.S. Center for Disease Control (CDC) and that my health insurance coverage is adequate for my participation in the project. I recognize that any offering on the part of EWB-USA or anyone else for assistance in a health-related incident (such as extraction from project site and/or

repatriation to the U.S.) will be provided through contracted support services, whose actions are not under the control of EWB-USA, and I agree not to hold EWB-USA responsible for such services. I verify that I have read this paragraph by **PLACING MY INITIALS HERE** _____.

5. Acknowledgement of site-specific Health and Safety Plan. I understand that I am responsible for reviewing and complying with our team's site-specific Health and Safety Plan (HASP). I further understand that although EWB-USA has reviewed the HASP for basic conformance with EWB-USA's Health and Safety policies, the health and safety of all traveling team members is the responsibility of each member the chapter. I verify that I have read this paragraph by **PLACING MY INITIALS HERE** _____.

6. 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 EWB-USA, 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. I verify that I have read this paragraph by **PLACING MY INITIALS HERE** _____.

7. Agreement to observe EWB-USA Code of Conduct: At all times while participating on the EWB-USA project, I agree to refrain from alcohol consumption and use of mind-altering drugs (whether they are legal or illegal in the project country), bribery, culturally-inappropriate behavior and sexual relations with members of partner communities. I also agree to maintain complete independence from all political, economic and religious powers within the country in which I am volunteering. I understand that operating a motor vehicle while abroad can be extremely hazardous, involving risks that include but are not limited to poor road conditions, unfamiliar local driving laws or practices, road accidents, and carjacking or other acts of violence. I understand that EWB-USA strongly discourages volunteers from owning or operating motor vehicles while participating in projects in other countries, and I agree that EWB-USA assumes no responsibility, financial or otherwise, to provide aid or care for me in connection with, or as a result of, my operation of a motor vehicle. I verify that I have read this paragraph by **PLACING MY INITIALS HERE** _____.

8. Use of Recorded Material: I further consent to EWB-USA'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 EWB-USA to use my name, biographical data, and visual/audial representation in connection with such use. I verify that I have read this paragraph by **PLACING MY INITIALS HERE** _____.

9. Notice of Emergencies: I agree to notify EWB-USA 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 on this project, but in no event later than one (1) week after my return from travel to the location identified below. I verify that I have read this paragraph by **PLACING MY INITIALS HERE** _____.

10. 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 EWB-USA AND A RELEASE AND WAIVER OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.

Travel Dates	Travel Location (please print)

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

Volunteer (signature)	Address (please print)

Name of Volunteer (please print)

City/State/Zip

Telephone Number

Age

In case of emergency contact: _____

Relationship: _____ Phone: _____

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

Engineers Without Borders – USA

4665 Nautilus Ct. Suite 300

Boulder, CO 80301

Fax: 303-772-2699

projects@ewb-usa.org

In the event, that the Volunteer is under the age of 18, the following additional signatures shall be obtained.

I, _____, am the legal guardian of _____, and I agree to all terms of the Volunteer Agreement and Release from Liability set forth above and agree to be bound to its terms, including the covenant not to sue, as if I had signed such Volunteer Agreement and Release from Liability myself.

Guardian signature: _____ Date: _____

I, _____, am the _____, of _____ University (“University”) and serve as the Advisor to the EWB-USA Chapter of _____ University. I agree to all terms of the Volunteer Agreement and Release from Liability set forth above and agree to be bound by its terms.

Chapter Advisor signature: _____ Date: _____