

GENERAL RELEASE AND WAIVER AND ASSUMPTION OF RISK

PLEASE READ THIS GENERAL RELEASE AND WAIVER AND ASSUMPTION OF RISK ("AGREEMENT") CAREFULLY BEFORE YOU SIGN IT. THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS. IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

1. Assumption of Risk

I, _____ acknowledge that I have applied to be a volunteer in the work of Helps International ("HELPS"). I am aware and acknowledge that the work of HELPS may subject me to a number of risks and dangers. I understand and acknowledge that the work of HELPS may involve hazardous or dangerous activities and that my participation in such work may subject me to the risk of injury, illness or death. I have volunteered to participate in the work of HELPS in Guatemala. I understand and acknowledge that I may be subject to a number of additional risks and dangers involved in transportation to and in Guatemala (including traveling in light airplanes), the risk and danger that adequate medical facilities may not be available should I require medical attention, and the risks and dangers of residing in and being subject to the laws of a foreign country. I have been made aware of the conditions that presently exist in Guatemala, specifically, but not limited to, social and political unrest, guerrilla and terrorist activity, unsanitary health conditions in camps, villages, and other municipalities, including the risk of hepatitis, malaria, cholera, polio, and other diseases. I voluntarily agree to assume all of the above risks, and all other risks associated with my participation in the work of HELPS, whether known or unknown.

2. General Releases

As consideration for being permitted by HELPS to participate in its work, I hereby release and forever discharge HELPS, their directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates for any and all claims and demands of whatever kind or nature, whether known or unknown, that arise out of or are connected in any way whatsoever with my voluntary participation in the work of HELPS.

3. Release Re: Medical Treatment

As further consideration for being permitted by HELPS to participate in their work, I hereby release and forever discharge HELPS, their directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates from any and all claims and demands of whatever kind of nature, whether known or unknown, that arise out or are connected in any way whatsoever with any first aid, medical treatment or services rendered me during my participation in or in any way related to HELPS work.

4. Binding Effect

I understand and acknowledge that this Agreement is a binding legal document that affects my legal rights and remedies. I further understand and acknowledge that this Agreement binds not only me but also my spouse, children, heirs, representatives, distributes, guardians and assigns.

5. No Employee Status/No Workers Compensation/No Malpractice Insurance/No Employee Benefits

I understand and agree that I am not an employee of HELPS because I participate as a volunteer in the work of HELPS. I understand and agree that HELPS is under no obligation to provide, and do not provide, workers compensation or malpractice insurance or any other employee benefits of any kind whatsoever.

6. Scope

I understand and agree that this Agreement is intended to be interpreted and construed as broadly and inclusively as permitted under the laws of the State of Texas. If legal proceedings are filed I understand they will be tried only in the State of Texas.

7. Entire Agreement/Amendment Only by Writing

I understand and agree that this Agreement constitutes the entire agreement between me and HELPS concerning my participation in the work of HELPS and supersedes all negotiations and statements made prior to or contemporaneous with the execution of this Agreement. I further understand and agree that this Agreement may only be modified or amended by a writing signed both by me and by an authorized representative of HELPS, and that this Agreement may not be orally amended.

8. Governing Law/Forum

I understand and agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. I hereby further agree that any litigation, administrative proceeding or arbitration concerning this Agreement or my participation in the work of HELPS shall be brought and conducted in the Superior Court of the state of Texas in and for the County of Dallas. I agree to be subject to personal jurisdiction and venue in the state of Texas, County of Dallas, and hereby waive any right I may have to commence any litigation, administrative action or arbitration relating to this Agreement or my participation in the work of HELPS in any form other than the Superior Court of the State of Texas in and for the County of Dallas.

9. Invalidity of Any Clause

I understand and agree that in the event any clause, sentence or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, sentence or provision shall not affect the validity or enforceability of the remaining provisions.

10. Terms Contractual

I understand and agree that the terms of the Agreement are contractual and are conditions precedent to my participation in the work of HELPS is not mere recitals.

11. Release of Identity

I hereby authorize the use of my picture, whether video or still, and/or verbal statements made by me, to HELPS International or other organizations allied with HELPS International, in news or promotional material or video.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND BINDING EFFECT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY PRIOR TO THE TIME I SIGNED IT. I UNDERSTAND THAT THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN ME AND HELPS THAT AFFECTS MY LEGAL RIGHTS. I REPRESENT THAT I AM SIGNING THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL.

Volunteer _____ Date: _____

Print Name & Address: _____

If under 21 years old, signature and printed name of Parent or Legal Guardian needed

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