

**IMPORTANT:** All **VOLUNTEER** Hope Restored disaster workers, must be aged **18 & older**, and must have a signed Waiver of Liability on file. Please complete the following form and return this form.



### Volunteer Release and Waiver of Liability

This release and Waiver of Liability (the "Release") executed on this \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, by \_\_\_\_\_ (the "Participant") in favor of **HOPE RESTORED**, a non-profit corporation organized and existing under the laws of the State of Colorado, USA, its directors, officers, employees, volunteers, agents, successors and assigns (collectively, "Hope Restored").

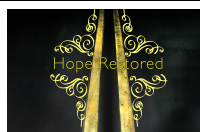
I, the Participant, desire to volunteer with Hope Restored to provide disaster relief services and engage in the activities related to offering these services. I understand that the activities may include, but are not limited to, travel to disaster sites in the United States; transportation in commercial and Hope Restored-owned vehicles; moving and lifting heavy objects; moving debris; using non-powered tools; using powered tools; cooking and serving food; and working and inhabiting environments that may be without power, sanitation, may be hazardous, or are otherwise damaged by the disaster event.

I am over the age of eighteen (18) and hereby freely and voluntarily, without duress, execute the Release on behalf of myself, my heirs, assigns and next of kin under the following terms:

**1. Waiver and Release.** I, the Participant, waive, release and forever discharge, Hope Restored from any claim, liability, damages, at law or in equity, whether known or unknown, that I, the Participant, may have against Hope Restored with respect to any bodily injury, personal injury, illness, death or property damage that may result from my participation in a disaster relief operation. I also understand that Hope Restored does not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage (see insurance requirements below).

**2. Insurance. I understand that** Hope Restored does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Participant. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO CARRY PERSONAL LIABILITY AND/OR HEALTH INSURANCE PRIOR TO REGISTERING AS A HOPE RESTORED DISASTER VOLUNTEER.

**3. Medical Treatment.** Except as otherwise agreed to by Hope Restored in writing, I hereby waive, release and forever discharge Hope Restored from any claim, liability, damages and/or costs whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with Hope Restored.



**4. Assumption of Risk and Indemnity.** I understand that my time with Hope Restored may include activities that may be hazardous to me, including, but not limited to, cook and food preparation activities, loading and unloading of heavy equipment and materials, using powered and non-powered tools, moving debris, transportation to and from the disaster site, and working in locations damaged by the effects of a disaster. I recognize and understand that my time with Hope Restored may, in some situations, involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and agree to indemnify, defend, and hold Hope Restored harmless from all claims, liability, damages, and/or costs, including legal fees, arising in any manner from the activities of Hope Restored.

**5. Photographic Release.** I grant and convey unto Hope Restored all right, title and interest in any and all photographic images and/or video or audio recordings made by Hope Restored during my work for Hope Restored, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

**6. Volunteer Status..** I understand that it is my desire to further the work of Hope Restored by performing services as a Volunteer, specifically as a Volunteer in Disaster Services. I undertake to perform said services as a Volunteer without compensation and that, in performing said services, I acknowledge that I am not acting as an employee of Hope Restored.

**7. Other.** I agree that this Release and Waiver is intended to be as broad and inclusive as permitted by local and state laws. This Release shall be governed and construed by the laws of the State of Colorado. If any provision of this Release is held to be invalid or unenforceable in any respect, the remainder of this Release shall stay in effect and the invalid or unenforceable provision(s) shall be reformed and enforced as close as possible to the original intent. This Release contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Release. The provisions of this Release may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provisions of this Release will continue in full force and effect even after the termination of the activities conducted by or for the benefit of Hope Restored, whether by agreement, by operation of law, or otherwise.

To express my understanding of this Release and Waiver of Liability, I sign here.

**Participant Name (please print):**

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**Address (Street, City, State, Zip):**

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**Phone Number:**

**Email:**

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**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

