# PLEASE READ THIS LEGAL DOCUMENT CAREFULLY

##### Release, Waiver of Liability, and Indemnity

This Release and Waiver of Liability and Indemnity (the “Release”) executed on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_ , 201\_\_ by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Participant”), in favor of the Himalayan Development Foundation, a nonprofit corporation organized and existing under the laws of the State of Colorado, USA, its affiliated organizations in other nations, its directors, officers, employees, and agents (collectively, “HDF”).

I, the Participant, desire to work as a volunteer for a HDF Work Team and engage in the activities related to being a volunteer for a work team. In this regard, I desire to avail myself of the charitable services provided by HDF in organizing and supporting HDF Work Teams, and recognize that the activities of HDF entitle it to charitable immunity from liability under Colorado law. I understand that the activities may include but are not limited to, traveling to and from other countries, traveling to and from other cities and towns, consuming food and living in accommodations available and provided in the foreign country(ies), constructing and rehabilitating buildings and other construction-related activities.

I hereby freely and voluntarily, without duress, and in consideration of the organization and support by HDF of the HDF Work Team of which I expect to be a member, execute this Release under the following terms:

1. Waiver and Release. I, the Participant, hereby release and forever discharge and hold harmless HDF and its successors and assigns 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 work for HDF, including claims based on the negligence of HDF or its officers, directors or agents.

I understand and acknowledge that this Release discharges HDF from any liability or claim that I, the Participant, may have against HDF with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation with HDF Work Team. I also understand that, except as delineated in the travel insurance form provided as a special insert in the Orientation Handbook, HDF does not assume any responsibility for or obligation to provide financial assistance 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 requirement below).

1. Insurance. I, the Participant, understand that, except as otherwise agreed to by HDF in writing; HDF does not carry or maintain health, medical, or disability insurance coverage for any volunteer.
2. Medical Treatment. Except as otherwise agreed to by HDF in writing, I hereby release and forever discharge HDF from any claim 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 HDF.
3. Assumption of the Risk. I understand that my time with HDF may include activities that may be hazardous to me including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, international and international air travel, and local transportation to and from the work sites. So, I recognize and understand that my time with HDF may, in some situations, involve inherently dangerous activities. I also understand that in addition to consuming local foods and living in accommodations which are available in the country(ies) visited, I may be traveling to and from locations which pose risks from weather, disease, terrorism, war, insurrection, criminal activities, earthquakes, aftershocks or other causes too numerous to mention.

Participant also understands that, in order to protect its employees and volunteers in all countries around the world, it is HDF policy NOT to pay ransom or make any other payments in order to secure the release of hostages.

I hereby expressly and specifically assume the risk of injury or harm in these activities and release HDF from all liability for injury, illness, death, or property damage resulting from the activities of my time with HDF even if resulting from the negligence of HDF or its officers, directors or agents.

5. Indemnity. For value received, I (Indemnitor) indemnify and hold harmless HDF, its board of directors and each of them, its officers, employees, and agents (Indemnitees), from all claims, law suits, causes of action, and all other forms actions, howsoever arising, plus attorney's fees and costs resulting there from , as well as any and all judgments and findings against the Indemnitees or any of them and without regard to any eventual finding of liability

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

7. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. I agree 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 the Release which shall continue to be enforceable.

# U U PLEASE READ AND SIGN BELOW

To express my understanding of this Release, Waiver of Liability, and Indemnity, I execute this document as follows:

**Participant (or Legal Guardian):** Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Participant’s Name: (please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Legal Guardian’s Name (if Participant is under 18):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rev May, 2015