

## **ELEPHANT AID INTERNATIONAL**

### **Volunteer Program 2017**

Elephant Refuge North America (ERNA) Volunteer Project

#### **Waiver, Release of Liability & Assumption of Risk**

I am aware that participation in activities that are or may be planned on this program contain inherent risks of injury (including but not limited to those caused or contributed to by auto and/or farm equipment, electric and motorized and hand powered tools accidents and the inadequacy and/or absence of safety training and devices), injury during collection and removal of debris dumps, wildlife encounters, insect bites, falls, cuts, scrapes and punctures from fauna and flora, sunburn and dehydration, which may be caused by negligence, forces of nature or other agencies known or unknown.

I recognize that such risks may be present at any time during the volunteer program that I am participating in with Elephant Aid International (EAI).

I am also aware that medical services or facilities are available within a half-hour drive from ERNA.

As a participant in a volunteer program, I am aware that a group experience requires compromise to accommodate varying personalities, wants, abilities and objectives of group members. I understand and accept that, my personal desires notwithstanding, my program leader may be required, based upon his or her experience and upon the wishes of the group members, to improvise and exercise his or her judgment and/or make good-faith decisions concerning the management of the program. I agree further to abide by any such decisions.

I understand that due to weather and other variables there may be changes in project assignments.

I agree to waive, release and hold harmless EAI from any and all claims, actions, suits and demands by me arising from in connection with such decisions, provided that they are made in good faith and do not substantially or significantly adversely affect the overall content or quality of the volunteer program.

In consideration of the right to participate in the volunteer program, and the activities provided for me by EAI I have and do hereby fully assume all risk of illness, injury, property damage, emotional trauma, and death, and hereby fully and forever waive, release, and hold harmless EAI and their agents, officers, directors, employees, successors and assigns (Released Parties) from any and all actions, claims, suits, and demands by me arising from or in connection with my participation in the program.

I also hereby agree to indemnify and defend each Released Party from any and all claims, actions, suits and demands (including reasonable attorneys' fees and costs) by a third party arising from or in connection with my participation in the program. I intend and agree that this waiver and release is also binding upon my heirs, legal representatives, successors, and assigns.

This Waiver, Release of Liability & Assumption of Risk shall be construed under and governed by the laws of the State of California exclusive venue and jurisdiction over any dispute arising hereunder shall be in the District Court of California in and for the County of Los Angeles. In the event that any action or proceeding is brought by either of us, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs. I understand that EAI reserves the right to take photographic or film records of me during my time at ERNA, and hereby agree that EAI may use any such photographic or film records for promotional and/or commercial purposes.

**WAIVER, RELEASE OF LIABILITY & ASSUMPTION NOTE:**

A signed copy of this form is required for each participant. Please print, sign and email (scanned copy) to the addresses below.

*I have carefully read and understand this Waiver, Release of Liability & Assumption Risk, and having done so, I am signing it voluntarily and I agree to all stated conditions therein.*

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_