



## Volunteer Program Release and Waiver of Liability & Code of Conduct

Each participant in the 2018 Kilimanjaro Charity Climb program must have a complete signed "Release and Waiver of Liability & Code of Conduct" on file. Please print all information in blanks provided.

This Release and Waiver of Liability (the "Release") executed on this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by (the "Volunteer") in favor of Tanzania Development Support, NFP, a nonprofit corporation organized and existing under the laws of the State of Illinois, USA, its affiliated organizations in other nations, its directors, officers, employees, and agents collectively, hereinafter designated as "TDS".

I, the volunteer, desire to work and/or engage in the activities related to being a volunteer with the TDS Volunteer Program. 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 or provided in the foreign country/countries by TDS, working in the TDS offices and with the affiliates, constructing and rehabilitating residential buildings, dormitories, classrooms, and other construction-related activities related to TDS's mission.

I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I, the volunteer, release and forever discharge and hold harmless TDS 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 TDS and participation in TDS activities.

I understand and acknowledge that this Release discharges TDS from any liability or claim that I, the volunteer, may have against TDS with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation in the Volunteer Program, whether caused by the negligence of TDS or its directors, officers, employees, or agents or otherwise. I also understand that TDS 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 requirements below).

2. **Insurance.** I, the volunteer, understand that, except as otherwise agreed to by TDS in writing, TDS does not carry or maintain health, medical, or disability insurance coverage for any volunteer. The TDS Board of Directors

requires all volunteers to have appropriate travel insurance, as determined by TDS in its sole discretion. Insurance is paid for by the volunteer.

3. **Medical Treatment.** Except as otherwise agreed to by TDS in writing, I hereby release and forever discharge TDS 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 TDS.
4. **Assumption of the Risk.** I understand that my time with TDS will include activities that are inherently hazardous, including, but not limited to, construction activities, loading and unloading heavy equipment and materials, and local travel to and from the work sites. I also understand that there is some inherent risk in consuming local foods and living in local accommodations which are available in the country(ies) visited. I further understand that I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, or inclement weather, or other circumstance that could threaten my safety or health. I also understand that, in order to protect its employees and volunteers in all countries around the world, it is TDS's policy that it will not 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 TDS from all liability for injury, illness, death or property damage resulting from the activities of my time with TDS.

5. **Photographic Release.** I grant and convey unto TDS all right, title, and interest in any and all photographic images and video or audio recordings made by TDS during my work for TDS, including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Illinois 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 Illinois. 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 this Release, which shall continue to be enforceable.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

To express my understanding of this Release, I sign here with a witness.

**Volunteer**

Name (please print): \_\_\_\_\_

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

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

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

**Witness**

Name (please print): \_\_\_\_\_

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

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

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

Please list any serious medical conditions we should be aware of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMERGENCY CONTACT INFORMATION (FOR ALL VOLUNTEERS)**

Name (please print): \_\_\_\_\_

Relationship: \_\_\_\_\_

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

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

Phone 2: \_\_\_\_\_

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

## Parental Authorization for Treatment of, and Travel With, a Minor Child

**IMPORTANT:** If the volunteer is less than 18 years of age, both parents or guardians must also complete the "Parental Authorization for Treatment of, and Travel With, a Minor Child" on the following page. If only one parent or guardian executes this Release on behalf of a volunteer who is under 18 years of age, then the undersigned parent or guardian of the volunteer hereby covenants, warrants, represents, and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the volunteer, and that by executing this Release, the undersigned is binding himself/herself, the volunteer and any other parent or guardian of the volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

### Parent/Guardian

Name (please print): \_\_\_\_\_

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

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

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

### Witness

Name (please print): \_\_\_\_\_

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

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

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

### Parent/Guardian

Name (please print): \_\_\_\_\_

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

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

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

### Witness

Name (please print): \_\_\_\_\_

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

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

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



### Code of Conduct

TDS requires volunteers/students to sign a Code of Conduct in order to participate on any trip. This Code ensures the safety and rights of those who are involved in the program. Your signature is required on this application as your agreement that you will follow this Code of Conduct.

As a participant of a TDS trip I will:

- Show respect and courtesy for other volunteers, program recipients and employees.
- Complete any necessary training that maybe required of me.
- Accomplish assigned tasks to the best of my ability and have a positive attitude.
- Work as a team member with other volunteers and employees.
- Respect the privacy of others and keep confidential information private.

I will not:

- Harass others, whether through sexual harassment, physical force, verbal or mental abuse, neglect, discrimination or other harmful acts.
- Partake in actions that would compromise the effectiveness or efficiency of the program, or endanger fellow group members.
- Use vulgar or inappropriate language.
- Use or be under the influence of illegal drugs.
- Discriminate on the basis of race, color, religion, sex, age, national origin, marital status, disability, or sexual orientation.

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

Name (please print): \_\_\_\_\_

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