

Liability Release and Waiver

This is a legally binding Liability Release and Waiver (“Release”) made voluntarily by the undersigned individual on his or her own behalf, and on the behalf of his or her own heirs, executors, administrators, legal representatives and assigns (collectively, “Participant”) to Honduras Well Project (the “Organization”).

- (1) **Acknowledgment.** Participant understands that participating in the activity may include some or all of the following at any given time: traveling on an airplane to foreign, developing countries, assisting in the drilling of wells, teaching children, and generally engaging in in-person interactions all of which occur outside the direction, control, and supervision of the Organization (collectively defined as “Activity”), which may expose Participant to certain dangers, risks or hazards, including (but not limited to) severe bodily injury up to and including death, loss of limb, disease, and assault, emotional distress and trauma, and those caused by the actions of others such as the Organization’s staff and participants. Participant understands that the risks and dangers of the Activity may be caused by the negligence of Participant in the Activity, the negligence of others including the Organization, accidents, breaches of contract, forces of nature, human hostilities, or other causes.

Participant understands that the Organization does not require Participant to participate in the Activity, but Participant wants to do so despite the possible dangers, risks and hazards set forth above, and does so with informed consent.

- (2) **Risk of Covid-19 Infection.** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. The state of medical knowledge is still evolving, but the virus is spread from person-to-person contact, by contact with contaminated surfaces and objects, and in the air. People can be infected and show no symptoms and therefore spread the disease. The full extent of the methods of spread and contraction may not yet be known. COVID-19 can cause serious and potentially life-threatening illness and even death.

The Organization cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while volunteering with the Organization. It is not possible to prevent against the presence of the disease. Therefore, if you choose to volunteer, you hereby forever release and waive your right to bring suit or seek damages, whether known or unknown, foreseen or unforeseen, against the Organization and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to volunteering with the Organization.

- (3) **Obligations of Participant.** Participant agrees to notify the Organization upon becoming aware of or concerned about any potential danger, risk or hazard. Participant also agrees to obey all instructions of the Organization and act responsibly during the Activity. **PARTICIPANT AGREES TO STOP AND SEEK ASSISTANCE IF PARTICIPANT DOES NOT BELIEVE HE OR SHE CAN SAFELY CONTINUE, TO LIMIT PARTICIPATION TO REFLECT HIS OR HER PERSONAL FITNESS AND COMFORT LEVEL, AND REFRAIN FROM ANY AND ALL ACTIONS THAT WOULD POSE A HAZARD TO PARTICIPANT OR OTHERS.** Participant is in good health and has no physical limitations which would affect Participant's ability to safely participate in the Organization's activities.

Volunteer Initials:

- (4) **Liability Waiver/Release.** Participant hereby waives any and all rights, claims, demands, and damages, at any time, at law or in equity arising out of participation in the Activity. Participant releases the Organization and its agents, employees, staff, Participants, and representatives for any injury, including but not limited to illness, paralysis, death, damages, or economical or emotional loss, that Participant may suffer as a result of participation in the aforementioned Activity. Participant voluntarily participates in the aforementioned Activity and participates in the Activity entirely at Participant's own risk.

- (5) **Indemnification and Hold Harmless.** Participant agrees to indemnify and hold harmless the Organization against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Participant or anyone on Participant's behalf, including attorney's fees, and any related costs, if litigation arises pursuant to any claims made by Participant or by anyone else acting on Participant's behalf. If the Organization incurs any of these types of expenses, Participant agrees to reimburse the Organization.

Participant acknowledges that the Organization and its agents, employees, staff, Participants, and representatives are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Organization.

- (6) **Likeness and Image Release.** Participant irrevocably gives permission to the Organization and its agents, employees, staff, Participants, and representatives to take and use photographs, video or sound recordings of Participant during the Activity by signing this Release. Participant consents to the use of the photographs, video and sound recordings and Participant's image, likeness, appearance, and voice for perpetuity. Participant understands that he or she will not receive compensation for the use of Participant's image, likeness, appearance, and voice now or in the future. the Organization may use the photographs, video and sound recordings containing Participant's image, likeness, appearance and voice in any manner or media, including, but not limited to, printed materials such as brochures and newsletters, videos, audio recordings, podcasting, vodcasting, and digital images. The photographs, video and sound recordings may be used in whole or in part, alone or with other recordings. the Organization has the right and may allow others outside the Organization to copy, edit, alter, retouch, revise and otherwise change the photographs, video and sound recordings at the Organization's discretion. All rights, titles, and interests in the photographs, video and sound recordings belong solely to the Organization.

- (7) **Emergency.** Participant hereby consents and authorizes the Organization to consent to necessary, emergency medical care and treatment at the closest medical facility in the event the emergency contacts are unable to be notified by reasonable attempts of the need for such emergency medical care and treatment.

In the event of an emergency, please contact the following person(s) in the order presented:

EMERGENCY CONTACT TELEPHONE	CONTACT RELATIONSHIP	CONTACT
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (8) **General Conditions.**

- (a) This Waiver (and the Participant Agreement) represent the complete understanding between Participant and Organization.
- (b) No representations, written or oral, other than those contained in this Waiver are authorized or binding upon the Organization.
- (c) Should any part of this Waiver due to legal or other regulatory changes become unenforceable, the remaining provisions within this Waiver, not impacted by such change, shall remain in full force as originally written.
- (d) Participant agrees to promptly update the Organization of any changes of information related to the Participant that Organization may have in its possession as may affect the Participant's participation in the Activity.
- (e) This Waiver shall be construed and enforced pursuant to the law of the State of Oregon without regard to conflicts of laws principles.

- (8) **Signature.** I, the undersigned Participant, affirm that I am of the age of consent or that, if not of the age of consent, that my parent/guardian has signed below on my behalf. I freely sign this agreement and certify that I have read and understood its content fully. I am aware that by signing I release my rights and enter into a legally binding contract with the Organization.

(Printed Name of Participant) Phone Address

Signature of Participant Date