

RELEASE & WAIVER OF LIABILITY

Please read this information carefully before submitting your application!

This release and waiver of liability is in favor of, and shall inure to the benefit of, Global Emergency Care (“GEC”) and GEC’s directors, officers, employees, representatives, agents, successors, assigns, and any and all persons or entities on GEC’s behalf who may be liable (collectively, “its representatives”) and, further shall be binding upon the undersigned and his/her heirs, personal representatives, successors and assigns. The Fellow desires to engage in any and all activities related to being a GEC fellow, whether on, traveling to or from, or within the Fellowship Location or elsewhere. Such activities may include, but not be limited to travel to and from the Fellowship Location, residing at or near the Fellowship Location and the provision of medical care to persons seeking medical assistance at the Fellowship Location (any and all activities related to being a GEC fellow hereinafter being referred to collectively as the “Fellow’s Activities”). The Fellow understands that his/her engaging in the Fellow’s Activities may expose the Fellow to dangers both from known and unanticipated risks.

Release, Waiver and Assumption of Risk

Acknowledging that such risks exist, and for and in consideration of the permission granted by GEC to the Fellow to engage in the Fellow’s Activities, the Fellow hereby FULLY and FINALLY RELEASE and DISCHARGE GEC and its representatives from, and INDEMNIFY and HOLD HARMLESS GEC and its representatives from and against, any and all claims, demands, actions, causes of action, suits, whether at law or equity or otherwise, and/or liability of any kind or nature whatsoever, for property damage and/or personal injury, including death, and any and all losses, damages, expenses, costs, fees and/or liabilities of whatsoever kind or nature in connection therein (including, without limitation, attorney’s fees and court costs that may be incurred by GEC or its representatives) arising or resulting from, or in any manner related to the Fellow’s engaging in the Fellow’s Activities, including, but not limited to property damage and/or personal injury, including death, caused in whole or in part by the negligence of GEC or its representatives or otherwise. The Fellow recognizes, therefore, that if he/she is hurt and/or his/her property is damaged, while engaged in the Fellow’s Activities, the Fellow will have no right, and hereby waives the right, to make a claim or file a lawsuit against GEC or any of its representatives, even if GEC or its representatives caused the injury or damage. The Fellow hereby understands that the Fellow’s Activities include work that may be hazardous to the Fellow including, without limitation, the provision of medical care to persons seeking medical assistance. The Fellow hereby expressly assumes the risk of injury or harm to his/her person, including death, and the risk of damage to personal property during the Fellow’s Activities and hereby releases GEC and its representatives from any duty or obligation to the Fellow. The Fellow understands and fully recognizes that this Release discharges GEC and its representatives from any liability or claim that the Fellow may have against GEC or its representatives, whether caused by negligence or otherwise of GEC or its representatives. The Fellow hereby releases and forever discharges GEC and its representatives from any claim whatsoever that may arise or result from any first-aid treatment or medical service rendered in connection with the Fellow’s Activities.

Photographic Release

Fellow does hereby grant, transfer and convey to GEC all of the Fellow's right, title and interest in and to all photographic images, video or audio recordings, video or audio reproductions, films or motion pictures, radio or television broadcasts and any other reproductions or depictions (all collectively referred to as the "reproductions") of the Fellow's Activities, or any part thereof, including without limitation, pictures and sound of the Fellow alone or with other persons through any and all media, whether now known or hereinafter discovered. Such right, title and interest includes, without limitation, the right to royalties, proceeds or other benefits derived from the reproduction of the Fellow's Activities. The Fellow hereby understands and acknowledges that GEC has and owns, in connection with the Fellow's Activities, the sole and exclusive right to commercially exploit the Fellow's Activities, and the Fellow shall not reproduce, sell or otherwise use or exploit any of the reproductions of the Fellow's Activities, or assist another party in doing any of the foregoing, without GEC's prior written consent.

Other

Fellow expressly acknowledges that this Release is intended to be as broad and inclusive as permitted by Massachusetts law, and that this Release shall be governed by and interpreted in accordance with Massachusetts law (without application of conflicts of law provisions of any jurisdiction). If any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision will not otherwise affect the remaining provisions this Release, which will continue to be enforceable.

Fellow consents to the receipt of future newsletters, mailings, and/or notices regarding GEC via the postal service or electronic means if an email address is provided. GEC will not knowingly sell or distribute the Fellow's contact information to any other organization or entity.