

## **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 Volunteer desires to engage in any and all activities related to being a GEC volunteer, whether on, traveling to or from, or within the Volunteer Location or elsewhere. Such activities may include, but not be limited to travel to and from the Volunteer Location, residing at or near the Volunteer Location and the provision of medical care to persons seeking medical assistance at the Volunteer Location (any and all activities related to being a GEC Volunteer hereinafter being referred to collectively as the “Volunteer’s Activities”). The Volunteer understands that his/her engaging in the Volunteer’s Activities may expose the Volunteer 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 Volunteer to engage in the Volunteer’s Activities, the Volunteer 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 Volunteer’s engaging in the Volunteer’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 Volunteer recognizes, therefore, that if he/she is hurt and/or his/her property is damaged, while engaged in the Volunteer’s Activities, the Volunteer 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 Volunteer hereby understands that the Volunteer’s Activities include work that may be hazardous to the Volunteer including, without limitation, the provision of medical care to persons seeking medical assistance. The Volunteer 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 Volunteer’s Activities and hereby releases GEC and its representatives from any duty or obligation to the Volunteer. The Volunteer understands and fully recognizes that this Release discharges GEC and its representatives from any liability or claim that the Volunteer may have against GEC or its representatives, whether caused by negligence or otherwise of GEC or its representatives. The Volunteer 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 Volunteer’s Activities.

## **Photographic Release**

Volunteer does hereby grant, transfer and convey to GEC all of the Volunteer'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 Volunteer's Activities, or any part thereof, including without limitation, pictures and sound of the Volunteer 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 Volunteer's Activities. The Volunteer hereby understands and acknowledges that GEC has and owns, in connection with the Volunteer's Activities, the sole and exclusive right to commercially exploit the Volunteer's Activities, and the Volunteer shall not reproduce, sell or otherwise use or exploit any of the reproductions of the Volunteer's Activities, or assist another party in doing any of the foregoing, without GEC's prior written consent.

## **Other**

Volunteer 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.

Volunteer 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 Volunteer's contact information to any other organization or entity.