

**Assumption of Risk, Release,
Waiver of Claim and Indemnity
For Overseas Volunteers**

WARNING: THIS DOCUMENT AFFECTS LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE, AND CREATES LEGAL RESPONSIBILITIES. PLEASE READ CAREFULLY.

**TO: The CANADIAN ASSOCIATION OF PARTICIPATORY DEVELOPMENT
("CAPD")**

In consideration of CAPD accepting my application for, and allowing me to participate in, a volunteer opportunity in _____ (the "Location") being organized by CAPD, and which is expected to begin on or about _____ (hereinafter referred to as the "Volunteer Experience"), and for the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, _____, agree to the terms of this Assumption of Risk, Indemnity, Waiver of Claim and Release (collectively the "Agreement"). In particular:

1. ASSUMPTION OF RISK

I ACKNOWLEDGE AND AGREE THAT participation in the Volunteer Experience involves the significant dangers, risks and hazards associated with international travel and the Location and that these dangers, risks and hazards may include, but are not limited to personal injury, death, expense and other loss arising from or relating to:

- a) vehicle or traffic accidents during transportation between various communities and poor roads and transportation systems;
- b) unsanitary conditions, including consumption of unsanitary food and water;
- c) contraction of diseases not common in Canada;
- d) political instability, criminal violation, military and/or terrorist activity and hostile environments; and
- e) different environmental and weather conditions than those in Canada, including the possibility of hurricane, volcanic eruption, and earthquake or other type of natural disaster.

(collectively, the "Risks").

I FURTHER ACKNOWLEDGE AND AGREE THAT:

- a) it is my responsibility to learn as much as possible about the risks associated with my participation in the Volunteer Experience and to weigh those risks against the advantages and to decide whether or not to participate; and

- b) my participation in the Volunteer Experience is entirely at my own risk and that I freely accept all the inherent risks of participating in the Volunteer Experience and the possibility of personal injury, death, kidnapping, property damage and loss resulting therefrom.

I FURTHER ACKNOWLEDGE AND AGREE THAT CAPD's acceptance of my involvement as a participant in the Volunteer Experience does not and will not make me an agent, contractor or employee of CAPD and CAPD will not be obliged to assume any responsibility for my welfare in the event of my detention by lawful or unlawful means and that CAPD's policies prohibit CAPD from submitting to any form of extortion to obtain my release or otherwise ensure or protect my safety or well being if I am taken hostage or otherwise victimized during the Volunteer Experience.

2. RELEASE AND WAIVER OF CLAIM

I WAIVE ANY AND ALL claims I may now, and in the future, have against, and release and discharge from all liability, and agree not to sue, CAPD, its members, directors, officers, employees, volunteers, agents, representatives, and each of them and their respective agents, executives, administrators, representatives, heirs, successors and assigns (collectively, the "Releasees"), with respect to any and all liability, costs (including legal costs), claims, damages, demands, actions and causes of action of whatever kind which might arise from or in connection with my participation in the Volunteer Experience including, without limitation, any personal injury, illness, death, property damage, or financial loss or other loss suffered by me or my family members or dependants, arising, directly or indirectly, from my participation in the Volunteer Experience, whether foreseen or unforeseen and regardless of the cause thereof including, without limitation, negligence or partial negligence on the part of the Releasees or any of them but excluding willful misconduct;

I FURTHER ACKNOWLEDGE AND AGREE that CAPD, without limitation, may use, publish, reproduce, broadcast, transmit, televise, record, sell, distribute and display any written accounts or depictions, motion and/or still pictures or other materials in which I may appear or be mentioned or included, in regard to the Volunteer Experience and I waive and release any right or claim I may have to receive any compensation or reimbursement in regard to any of the foregoing, whether I was involved in the creation or production of any of such and regardless of whether any obligation arises under or by virtue of statute or otherwise.

3. INDEMNITY

I AGREE to hold harmless and to indemnify the Releasees for any and all claims made against any of the Releasees by any person, including any claim or action by or on behalf of my spouse, family members or dependants or any other third parties for damages suffered or costs incurred arising out of or related to any aspect of my participation in the Volunteer Experience regardless of whether such damages or costs are directly or indirectly related to my volunteer work and including, without limitation, any of the matters described or contemplated in Clause 2 hereof.

4. UNDERSTANDING

I DECLARE that I have had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement, that I fully understand the terms of this Agreement and that I have not been influenced by any representations or statements made by or on behalf of CAPD not recorded in this document.

I CONFIRM THAT I am the full age of 18 years and I have read and understood the Agreement prior to signing it and I agree that the Agreement will be binding upon my heirs, next-of-kin, executors, administrators and successors. I am aware that by signing this Agreement I am releasing and waiving certain legal rights, including the right to sue and to be awarded potentially substantial damages, which I or my heirs, next-of-kin, executors, administrators and assigns have or may have against the Releasees.

5. JURISDICTION AND CHOICE OF LAW

I AGREE that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta and that the parties hereby attorn to the exclusive jurisdiction of the Alberta courts.

6. COMPLETE AGREEMENT

I UNDERSTAND AND AGREE that this Agreement contains the entire agreement between CAPD and me with respect to the subject matter hereof and that the terms of this Agreement are contractual and not merely a recital.

DATED at _____, this _____ day of _____, 20____

Witness

Participant

**This agreement must be completed in full, signed, dated and witnessed and paragraphs 1, 2 and 3 must be initialed before the participant may participate in the Overseas Volunteer Experience.