

## **Agreement for Waiver and Indemnity**

This Agreement for Waiver and Indemnity ("Agreement") is entered into between the undersigned volunteer Participant (the "Participant") and Heart In Education Teacher Outreach, Inc., ("HETO"), a charitable not-for-profit organization, in contemplation of Participant's enrollment in a program that involves travel outside of the United States of America, as well as associated activities and events within the United States of America.

HETO agrees to:

1. Enroll the Participant in a volunteer educational brigade.
2. Assist in the making of travel arrangements to and from Honduras, in cooperation with the Participant and to provide an opportunity for Participant to engage in volunteer activity in the Republic of Honduras.
3. Make best efforts to foster an enriching experience on the part of Participant.

In consideration of the foregoing, the undersigned Participant agrees and states as follows:

1. I recognize, understand and acknowledge that HETO is a not-for-profit organization engaged in charitable activities.
2. My participation in any activity associated with HETO, including enrollment in an educational brigade and travel outside of the United States of America, is purely voluntary on my part.
3. I agree to accept termination of my participation as a HETO volunteer or as a member of a volunteer educational brigade at any time and at the sole discretion of HETO or its designee or designees if my conduct or condition is determined to be detrimental to the interest of HETO's mission or to its volunteers, hosts or myself. I acknowledge that I may be required to leave the voluntary educational brigade or other HETO-associated activity at my own expense and at the sole discretion of HETO or its designee or designees.
4. I acknowledge that there are certain risks to myself and others, inherent in foreign, international and domestic travel, whether by land, air or navigable waters, and I fully accept and assume those risks. These risks may include, but are not limited to: war, civil unrest, terrorism, arrest or detention, criminal activity, quarantine, public health risks, exposure to communicable diseases, environmental exposures, delay in obtaining medical, dental or psychological treatment or the unavailability of such treatment, natural events or disasters, adverse weather conditions, effects of unfamiliar food and water, incidents related to ground, domestic and international air or water transportation, accidental personal injuries, damage to or loss of personal property or medically-prescribed items or devices, and other physical, mental and/or emotional injuries or conditions, including catastrophic injury or death.
5. I am fully aware that there are inherent risks to myself and others involved with this volunteer activity, and I choose to voluntarily participate in said activity with full knowledge that the activity may be hazardous to me and to my property, and to the person and property of others. I acknowledge that conditions or activities associated with said activity may be physically or emotionally strenuous. I know of no condition, medical or otherwise, that would preclude my participation.
6. In consideration of my enrollment in a HETO volunteer educational brigade, I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes HETO, its members and officers, servants, agents and volunteers ("Releasees or Indemnitees") from any and all liabilities, claims, demands, injuries and conditions (including death), property loss or damages, including court costs and attorney's fees and expenses that may be incurred or sustained by throughout the time period of my involvement in HETO-related activities, including the entire time period of involvement in any volunteer educational brigade and any associated or related activities pursued in furtherance of participation in such brigade, including death, injuries, conditions or other damages sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault or strict liability of Releasees.
7. In consideration of my participation in a HETO volunteer educational brigade, agree to indemnify and hold harmless Indemnitees from any and all liabilities, claims, demands, injuries and conditions (including death), property loss or damages, including court costs and attorney's fees and expenses that may be incurred or

sustained by throughout the time period of my involvement in HETO-related activities, including the entire time period of involvement in any volunteer educational brigade and any associated or related activities pursued in furtherance of participation in such brigade, including death, injuries, conditions or other damages sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault or strict liability of Indemnitees.

8. I understand that Releasees, including HETO and its volunteers, members and officers, do not maintain any insurance policy covering any circumstances that may arise from my participation in a volunteer educational brigade, or from any activity or event associated with or in furtherance of my participation in such brigade, whether the activity or event takes place within or outside of the United States of America.
9. It is my express intent that this Agreement shall bind the members of my family, my spouse, domestic partner, children, dependents, and my heirs, assigns and personal representatives.
10. I understand that Releasees may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical, dental or psychological treatment that may be required, as determined by a relevant professional, during my participation in this activity, with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless Indemnitees for any costs incurred to treat me, even if an Indemnitee has signed documentation promising to pay for such treatment. I further release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, Releasees from any and all liabilities, claims, demands, injuries and conditions (including death), property loss or damages, including court costs and attorney's fees and expenses that may be incurred or sustained by me while receiving or seeking care or in deciding to seek care, including while traveling to and from a care facility, including death, injuries, conditions or other damages sustained by me as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault or strict liability of Releasees.
11. In signing this Agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; that HETO has not made and that I have not relied on any oral representations, statements, or inducements apart from the terms contained in this Agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.
12. The interpretation and performance of this Agreement shall be construed in accordance with the laws of the State of Indiana, and any claims or litigation arising under this Agreement shall be venued in Marion County, Indiana and resolved under the laws of the State of Indiana.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

VOLUNTEER PARTICIPANT:

\_\_\_\_\_  
*Signature*

Full Name: \_\_\_\_\_

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

\_\_\_\_\_

ACCEPTED:

\_\_\_\_\_  
Authorized Representative,  
*Heart in Education Teacher Outreach*