

WAIVER, RELEASE AND INDEMNITY

TO: VE'AHAVTA: THE CANADIAN JEWISH HUMANITARIAN & RELIEF COMMITTEE

AND TO: THE BOARD OF DIRECTORS THEREOF

The talent and services of volunteers are important to Ve'ahavta: The Canadian Jewish Humanitarian & Relief Committee ("Ve'ahavta"), a corporation without share capital incorporated pursuant to the laws of the province of Ontario, in accomplishing its mission. Although volunteers are not employees, it is important for the safety of volunteers, legal compliance and the reputation of Ve'ahavta that volunteers understand and agree to abide by the rules and policies of Ve'ahavta.

A. By this document, the undersigned does hereby expressly acknowledge and agree that:

1. he/she has volunteered of his/her own free will and accord to perform certain services in conjunction with Ve'ahavta;
2. the places at which the undersigned may volunteer may be subject to war, civil unrest, famine, infectious diseases and other difficulties beyond the control of Ve'ahavta;
3. the undersigned has accepted these risks and all other risks contemplated or not contemplated and volunteers notwithstanding this information;
4. the undersigned knows of no reason, medical or otherwise, that would prevent the undersigned from performing the tasks required to participate in this volunteer activity;
5. More particularly, and notwithstanding the generality of the foregoing, the undersigned understands that "extraction insurance" is available for purchase and that Ve'ahavta has recommended the purchase of such insurance which, if desired, should be obtained by the undersigned;
6. Ve'ahavta has not and does not represent in any way to the undersigned that it has arranged for any type of insurance on behalf of the undersigned either directly or indirectly or that the undersigned shall be entitled to any insurance coverage under any policy of insurance held by Ve'ahavta;
7. the undersigned proceeds to volunteer notwithstanding that Ve'ahavta has not offered, obtained, and shall not pay for the purchase of any insurance for the benefit of the undersigned;

8. the undersigned has received information from the Government of Canada, from the media and from certain sources private to Ve'ahavta concerning the particular political and social situation in the Republic of Guyana as of the date hereof and the date the undersigned intends to travel to Guyana, and having acknowledged receipt of that information, still volunteers;
9. the undersigned agrees to carry out, within the time frame established by Ve'ahavta, the steps required in preparing for the placement and more specifically for obtaining a valid passport, the recommended vaccinations and medication prescribed by a recognized medical authority;
10. the undersigned shall demonstrate to Ve'ahavta's satisfaction, and that of its medical advisors, that the undersigned can participate in the project without danger to the undersigned or others. [In order to do so, the volunteer agrees to undergo a medical examination before the undersigned is officially accepted as a volunteer by Ve'ahavta. This examination must meet the medical requirements and schedule established by Ve'ahavta.] [The undersigned further acknowledges and consents to having the results of the medical examination forwarded by the undersigned's doctor to Ve'ahavta in order for Ve'ahavta's medical advisors to evaluate the volunteer's medical ability to participate in the project and Ve'ahavta's medical advisors communicate to relevant program staff at Ve'ahavta any concerns that might affect the safety and security of the undersigned and others during the program in Guyana. All medical information will be treated in a strictly confidential way by staff at Ve'ahavta.] The undersigned further acknowledges and agrees that Ve'ahavta may refuse on medical grounds participation in the program;
11. The undersigned acknowledges and agrees that this agreement is a cooperative volunteer agreement and shall not constitute a contract of employment within the meaning of the provincial laws of the province of Ontario or any other province or state in which the undersigned is resident;
12. unless the undersigned expressly requests in writing prior to the mission that images of him/her not be used, photos of volunteer activities, including images of the undersigned, may be used in promotional materials and on the website of Ve'ahavta; and
13. the undersigned accepts the overriding authority and direction of Ve'ahavta and of Ve'ahavta's staff persons or officers, in carrying out the project.

B. **IN CONSIDERATION OF** the undersigned being granted the opportunity to participate in Ve'ahavta's program and the sum of Two (\$2.00) Dollars now paid by Ve'ahavta to the undersigned and other good and valuable consideration (the receipt and sufficiency of which is hereby irrevocably acknowledged), the undersigned agrees to adhere to Ve'ahavta's rules, policies and procedures, including record-keeping requirements and requirements of keeping confidential certain Ve'ahavta and client information;

C. **AND FOR THE SAME CONSIDERATION** the undersigned does hereby REMISE, RELEASE AND FOREVER DISCHARGE Ve'ahavta, its directors, officers, employees, agents, members, successors, legal representatives, assigns and any other person, corporation, firm, partnership or other entity or group thereof for whom Ve'ahavta is legally responsible, of and from all manner of actions, causes of actions, claims, and demands whatsoever and howsoever caused, in law or in equity, whether or not caused by any act or any omission by or on behalf of Ve'ahavta, which the undersigned (or the heirs, executors, administrators, successors and assigns of the undersigned) ever had, now or may hereafter, can or shall have, with respect to any claim arising in any manner out of or in any way connected with the volunteer activities by the undersigned performed under the auspices of Ve'ahavta, and the undersigned hereby declare that this Release shall be binding on his/her heirs, executors, administrators and assigns.

D. **AND FOR THE SAME CONSIDERATION** the undersigned agrees not to make any claim or demand or take any action against any other person or corporation who might claim contribution or indemnity from Ve'ahavta, its directors, officers, employees, agents, members, successors, legal representatives, assigns, and any other person, corporation, firm, partnership or other entity or group thereof for whom Ve'ahavta is legally responsible, in respect of the above matters.

E. **AND FOR THE SAME CONSIDERATION** the undersigned agrees to **INDEMNIFY AND HOLD HARMLESS** Ve'ahavta, its directors, officers, employees, agents, members, successors, legal representatives, assigns and any other person, corporation, firm, partnership or other entity or group thereof for whom Ve'ahavta is legally responsible, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including legal fees, brought against Ve'ahavta, its directors, officers, employees, agents, members, successors, legal representatives, assigns and any other person, corporation, firm, partnership or other entity or group thereof for whom Ve'ahavta is legally responsible, by any person, firm, corporation, or any federal, provincial, municipal, local or other government or agency, by reason of, or in any way relating to or connected with or arising out of the volunteer activities by the undersigned performed under the auspices of Ve'ahavta.

And for the said consideration, the undersigned undertakes to pay any legal fees incidental to or in respect of the foregoing as such legal fees become due and payable.

F. This Waiver, Release and Indemnity is intended to be as broad and inclusive as to the maximum extent permitted by the laws of the province of Ontario and the laws of Canada applicable therein, and that it shall be governed by and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein. The undersigned further agrees that in the event that any clause or provision of this Waiver, Release and Indemnity shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, Release and Indemnity which shall continue to be enforceable.

G. It is the express wish of the parties that the present agreement be written in English. Il est de l'intention spécifique des parties présentes que la présente Convention soit rédigée en langue anglaise.

H. The undersigned acknowledges and agrees that he/she has been advised to obtain independent legal advice as to the advisability of signing this Waiver, Release and Indemnity and has either obtained such independent legal advice prior to the execution and delivery of this document or has chosen to waive his/her rights to same.

Volunteer:

Signature: _____ Print Name: _____

Witness:

Signature: _____ Print Name: _____

Date: _____