

Date of Arrival		
____ / ____ / ____ <small>MM DD YY</small>		

Via International ~ Los Niños, Inc.,
 A California Nonprofit Corporation
 717 Third Avenue, Chula Vista, CA 91910

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This is a Release and Waiver of Liability (the “**Release**”) executed on this date, _____, by _____ (the “**Volunteer**”), and, if applicable, in conjunction with _____ the parent having legal custody or the legal guardian of the volunteer, in favor of Via International / Los Niños, Inc., a California nonprofit corporation, and Los Niños de Baja California, A.C., a Mexican nonprofit corporation, together with all of their directors, officers, employees, agents and volunteers (collectively referred to as “Los Niños”). The Volunteer desires to serve as a volunteer for Via international / Los Niños, and to engage in the activities related to being a volunteer (the “**Activities**”). The Volunteer understands that the Activities may include construction, deconstruction, rehabilitating buildings, working in communities and/or schools, working at special events, and to experience the culture while coordinating with its people in the above mentioned Activities.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the terms below:

- 1. Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless Via International / Los Niños and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s Activities with Via International/ Los Niños. Volunteer understands that this Release discharges Via International / Los Niños from any liability or claim that the Volunteer may have against Via International / Los Niños with respect to any bodily injury, personal injury, illness, death, property damage and/or theft that may result from Volunteer’s Activities with Via international / Los Niños or anyone or any other organization that Volunteer may encounter while engaging in said Activities, whether caused by the negligence of Via International / Los Niños, or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Via international /Los Niños does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
- 2. Medical Treatment.** Volunteer does hereby release and forever discharge Via international / Los Niños from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with Via international / Los Niños, or with the decision by any representative or agent of Via international / Los Niños in exercising the power to consent to medical or dental treatment, as such power may be granted and authorized.
- 3. Assumption of Risk.** The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading of various property, equipment operation, and transportation. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Via international / Los Niños from all liability for injury, illness, death or property damage resulting from the Activities or otherwise.
- 4. Insurance.** The Volunteer understands that Via international / Los Niños does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical, health and disability insurance coverage.
- 5. Photographic Release.** Volunteer does hereby grant and convey unto Via international / Los Niños all right, title and interest in any and all photographic images and video or audio recordings made by Via international / Los Niños during the Volunteer’s Activities with Via international / Los Niños, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6. Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer agrees that in the event that any clause or provision of this Release 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 Release which shall continue to be enforceable.

By signing below, the Volunteer and, if applicable, the parent/guardian of the Volunteer, has read, understood, and executed this Release as of the date first above written.

Volunteer: _____ (signature) _____ (printed)

Parent/Guardian: _____ (signature) _____ (printed)
 (if applicable)

Complete Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: Home Phone _____ **Cell Phone** _____

Work Phone _____ **Email of emergency contact person:** _____