



Esperanza, Tijuana Mexico

Volunteer Release and Waiver of Liability

This is a Release and Waiver of Liability (the "Release") executed on this date:		date	
By (the "Volunteer")	Name	and, if a minor, in conjunction with	Name
the parent or legal guardian having legal custody of the volunteer, in favor of Esperanza International Inc., a U.S. nonprofit California corporation, Fundación Esperanza de Mexico, a Mexico nonprofit organization, and Posada Esperanza Mexico together with their respective directors, officers and employees, agents, and other volunteers (collectively referred to as "Esperanza").			
The Volunteer desires to serve as a volunteer for Esperanza and 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 the communities, working at special events, experiences to encounter Mexico, the culture and people, and living at Posada Esperanza.			

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

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 Esperanza 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 Esperanza. Volunteer understands that this Release discharges Esperanza from any liability or claim that the Volunteer may have against Esperanza with respect to any and all bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Esperanza, whether caused by the negligence of Esperanza or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Esperanza 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.

VOLUNTEER UNDERSTANDS THAT THIS RELEASE DISCHARGES ESPERANZA FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST ESPERANZA WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM VOLUNTEER'S ACTIVITIES WITH ESPERANZA, WHETHER CAUSED BY THE NEGLIGENCE OF ESPERANZA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. VOLUNTEER ALSO UNDERSTANDS THAT ESPERANZA 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 Esperanza 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 Esperanza, or with the decision by any representative or agent of Esperanza to exercise 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, physical labor, construction, loading and unloading, equipment operation, transportation. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Esperanza from all liability for injury, illness, death, or property damage resulting from the Activities.

4. Insurance

The Volunteer understands that Esperanza does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is required to obtain his or her own medical, health and disability insurance coverage.

5. Photographic Release

Volunteer does hereby grant and convey unto Esperanza all right, title and interest in any and all photographic images and video or audio recordings made by Esperanza during the Volunteer's Activities with Esperanza, including, but not limited to,

any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Indemnification

Volunteer shall indemnify, defend and save harmless Esperanza from and against any and all loss, costs, expenses, liability, damages and attorney’s fees, expenses and costs of investigation arising from or out of any claim based upon any action by any third party in contravention of the terms and conditions of this Release.

7. 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.

8. COVID-19 Prevention

I, hereby acknowledge that Esperanza is doing everything they can to protect the public as well myself as a volunteer. To this extent, I agree to follow Center of Disease Control (CDC), local health district guidelines, Mexico’s Secretaría de Salud local health guidance, and Esperanza policies and procedures for social distancing to reduce the spread of Novel Coronavirus, or COVID-19. This will require me to maintain six (6) feet of distance between myself, fellow volunteers, and patrons of the organization as much as possible. This procedure will be required for visitor-to-visitor contact as well to limit exposure. I agree to utilize surgical masks or improvised masks such as scarves, bandanas, and handkerchiefs to reduce the risk of exposure to myself and others. I agree to wash or sanitize my hands after using the restroom, sneezing, and coughing, and before eating or preparing meals or sundries for distribution, and will properly wear and utilize sterile gloves. I acknowledge that I will follow these guidelines whether in the United States or Mexico. I understand that there is no direct medical health coverage afforded to me during my relationship with Esperanza. Esperanza is not responsible for any potential exposure to Novel Coronavirus, or COVID-19, which is not a direct result of negligence on the part of their employees, volunteers, or the organization.

9. COVID-19 Vaccine Requirement

Esperanza requires volunteers to receive a COVID-19 final vaccine dose at least two (2) weeks prior to volunteer’s trip to Mexico. For vaccines for which the CDC has recommended two doses (e.g. Pfizer, Moderna), a “final vaccine dose” is the second vaccine dose, while for vaccines where the CDC has recommended only one dose (e.g. Johnson and Johnson), a “final vaccine dose” is the first vaccine dose.

I agree to comply with the written instructions above. Failure to comply with these written instructions or verbal instructions from staff may result in my volunteer privileges being removed and I may be asked to leave the premises

By signing below, the Volunteer and, if a minor, the parent/guardian, has read, understood, and executed this Release.

_____ date _____ **signature of volunteer** _____ print name

_____ date _____ **If a minor, signature of legal guardian** _____ print name

Address: _____ **City:** _____ **State:** _____ **Zip:** _____ :

Phone: _____ - _____ - _____