



## Esperanza, Tijuana Mexico Volunteer Release and Waiver of Liability

This is a Release and Waiver of Liability (the “ <b>Release</b> ”) executed on this date:		Date	
By (the “ <b>Volunteer</b> ”)	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 México, a Mexico nonprofit organization, and Posada Esperanza Mexico together with their respective directors, officers and employees, agents, and other volunteers (collectively referred to as “ <b>Esperanza</b> ”).			
The Volunteer desires to serve as a volunteer for Esperanza and engage in the activities related to being a volunteer (the “ <b>Activities</b> ”). 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 have their own medical insurance coverage as well as obtain traveler’s medical insurance coverage while the Volunteer is working in Mexico.

**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 and Requirements**

I hereby agree to follow Esperanza's COVID-19 policies as outlined in their "COVID-19 Statement and Policies" located on the [website](#)<sup>1</sup>. I understand that there is no direct medical health coverage afforded to me by Esperanza International during my trip. I acknowledge that I will follow these guidelines whether in the United States or Mexico. Esperanza is not responsible for any potential exposure to Novel Coronavirus, or COVID-19.

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	<b>signature of volunteer</b>	print name
_____	_____	_____
date	<b>If a minor, signature of legal guardian</b>	print name

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

<sup>1</sup> <https://esperanzaint.org/>