

RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK



Please read carefully before signing

I, _____, am a volunteer participant in the disaster response and relief project organized by *Canadian Medical Assistance Teams* ("CMAT") in response to HURRICANE IRMA/ JOSÉ from ___/___/___ to ___/___/___.

I am aware that my participation in this humanitarian response involves significant risks of injury, illness, death, or personal property loss or damage. The risks include, but are not limited to exposure to communicable diseases, slipping and falling, exposure to ionizing radiation, or other injuries, accidents at or while traveling to and from the deployment site and other risks that may not be known. I understand that CMAT has furnished some certain personal protective equipment for me to use.

In consideration for being permitted to participate in disaster response activities, including use of the equipment furnished by CMAT, **I AGREE TO: RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** CMAT, all members of CMAT, and its affiliates, agents, contractors, servants, directors, officers, and employees, and all project participants, (which parties are jointly referred to in this agreement as "**RELEASEES**") for **ALL CLAIMS OF LIABILITY** for injury, illness, death, personal property loss or damage, or other loss, now or in the future, as a result of my participation in these activities or activities incidental thereto, **EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES.**

TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from all claims of liability for injury, illness, death, personal property loss or damage, or other loss I incur **EVEN IF CAUSED BY THE NEGLIGENCE OF RELEASEES.**

ASSUMPTION OF RISK - I acknowledge the risks in the activities and I voluntarily **ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ACCEPT FULL RESPONSIBILITY** for injury, illness, death, personal property loss or damage, or other loss **EVEN IF CAUSED BY THE NEGLIGENCE OF RELEASEES.**

IT IS THE INTENTION OF THIS AGREEMENT TO EXEMPT AND RELIEVE RELEASEES FROM LIABILITY AND BAR ANY RIGHT TO SUE RELEASEES FOR PERSONAL INJURY OR ILLNESS, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE. I expressly agree that this Release and Waiver of Liability, Indemnity Agreement and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of my home province of _____ and Canada, and that, if any portion of the agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I hereby release the releasees from any claim whatsoever on account of medical treatment or service rendered to me during my participation in the activities, **EVEN IF CAUSED BY NEGLIGENCE OF RELEASEES.**

I have carefully read this agreement and fully understand its contents. **I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY TO ALL RELEASEES AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS.**

I understand and freely sign this agreement and agree that no oral representations, statements or inducements have been made apart from the forgoing agreement. This **AGREEMENT** shall bind my heirs, executors, assigns, legal representative and family members.

Signature: _____

Date: _____

Phone: _____

Received by CMAT Representative: _____ Date: _____