

## **ACKNOWLEDGEMENT OF RISK AND LIABILITY RELEASE**

This Acknowledgment of Risk and Liability Release (“Release”) is made on the date shown below by the undersigned (hereafter, “Volunteer”), in favor of Engineering World Health, a 501(c)(3) non-profit corporation organized and existing under the laws of the State of North Carolina (hereafter, “EWH” or “Releasee”), as a part of and in connection with Volunteer’s entering into that certain EWH Volunteer Agreement (the “Volunteer Agreement”) with EWH, and pursuant to which Volunteer will provide certain services for the benefit of EWH as are set forth and described more particularly within the said Volunteer Agreement (hereafter referred to as the “Services”). This Release is expressly made a part of the Volunteer Agreement, is part of the same transaction as Volunteer’s execution of the Volunteer Agreement, and shall not be construed as a separate transaction. Volunteer acknowledges personal benefits derived from the Volunteer Agreement, that the execution and delivery of this Release is a condition of the Volunteer Agreement, and that this Release is freely and voluntarily given for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

The undersigned, on behalf of Volunteer and Volunteer’s heirs, personal representatives, and next of kin, hereby releases, waives, and discharges EWH, its officers, employees, agents, insurers, attorneys, other volunteers, donors and sponsors (all of whom for the purposes of this Release may be referred to individually and collectively hereafter as the “Releasees”) from any and all liability to the undersigned or harm to the undersigned, for any and all loss or damage, cost or expense, and any claim or demands therefore on account of any injury or harm to the person or property of the undersigned; illness or sickness occurring to the undersigned; imprisonment, capture, kidnapping or detainment of the undersigned for any reason; or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise, while the undersigned is engaged in the rendering of the Services or activities incidental or ancillary thereto.

The undersigned, on behalf of Volunteer and Volunteer’s heirs, personal representatives, and next of kin, hereby covenants and agrees that the undersigned, and the undersigned’s heirs, successors, assigns, and agents will not make any claim or institute any suit or action at law or in equity against EWH or the Releasees, or any of them, arising out of any accident, incident, or occurrence, wheresoever and howsoever occurring, arising out of or incidental to or in anyway resulting from the undersigned’s rendering of the Services or any activities incidental or ancillary thereto, including without limitation death of the undersigned, personal injury to the undersigned, and any claim released hereinabove by the undersigned.

The undersigned hereby assumes full responsibility and risk for any and all bodily injury, sickness, imprisonment or detainment, death or property damage, due to the negligence of Releasees or otherwise, while engaged in the rendering or provision of the Services or activities ancillary thereto; and

The undersigned expressly acknowledges and agrees that the rendering of the Services, and the undersigned’s engaging of activities ancillary or incidental to the provision of the Services, is or may be dangerous, may occur or transpire in difficult or dangerous conditions, may be required to be performed in uncertain or unstable political or cultural climates, may be required to be performed

in foreign countries or territories in which Volunteer may or will not be afforded or entitled to the benefits and protections of the laws of the United States or of the State of North Carolina, and that otherwise the rendering of the Services involves risks of serious injury and/or illness, and/or death, and/or property damage; and

The undersigned expressly acknowledges and agrees that EWH and the Releasees have not made any representations or warranties as to the safety of the Services, the conditions in which the Services and related activities may be performed, or as to the political, cultural or geographic environments in which the Services and ancillary or incidental activities may be performed, or the Services themselves; and

The undersigned further expressly agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF, the undersigned has read, understands and voluntarily signs this Release and further agrees that no oral representations, statements or inducements apart from the foregoing, if any, have been made to the undersigned.

VOLUNTEER:

\_\_\_\_\_  
Printed Name of Volunteer:\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for the County of \_\_\_\_\_ State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_, the above named Volunteer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.