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This waiver is for Community Development Projects, dba Project Mercy. (effective 11/27/2021)

## VOLUNTEER INFORMATION AND RELEASE

COMMUNITY DEVELOPMENT PROJECTS DBA PROJECT MERCY

Thank you for choosing to volunteer with Project Mercy.  
Completion of this form is required for all volunteers working Project Mercy activities.  
Thank you again for your interest and willingness to help our southern neighbors in need!

## ASSUMPTION OF RISK, RELEASE, AND WAIVER

This Assumption of Risk, Release, and Waiver (the "Release") is executed by Volunteer (and, if a minor, by Volunteer's Parent or Guardian on his or her behalf) in favor of Community Development Projects, Inc., dba "Project Mercy" ("Project Mercy"). Volunteer desires to work as a volunteer for Project Mercy in Mexico and/or the USA and agrees to the following:

### 1. Waiver and Release.

Volunteer releases, discharges, and holds harmless Project Mercy from and against any liabilities, claims and demands of whatever kind or nature (including bodily injury, illness, property damage, COVID-19 infection and death) ("Claims") which arise from Volunteer's work for Project Mercy, even if caused by the negligence or fault of Project Mercy.

### A message from Project Mercy Baja

In response to the current COVID-19 situation and additional concerns over possible variants please be advised that Project Mercy Baja encourages you to follow all pertinent protocols such as mask wearing, hand sanitization and social distancing.

Our Mexican crew have all been vaccinated and follow these same protocols. It has been mandated that all families receiving houses wear masks and socially distance from construction crews regardless of their vaccination status. Other members of the community in which you will be working have been told they must not co-mingle.

### **Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to be spread from person to person by direct contact and through aerosols (breath) Some people can be affected and show no symptoms (asymptomatic) but still spread the disease. There are a variety of effective vaccines against COVID-19 and new CDC approved medications are being developed and studied. Evidence has shown that COVID-19 can cause serious life threatening illness and death.

Project Mercy cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while working on Project Mercy build sites. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Project Mercy build projects you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

By signing this agreement I acknowledge that the risk of becoming exposed to or infected by COVID-19 at Project Mercy events may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Project Mercy officers, volunteers, and program participants and their families.

I attest to all of the following:

- I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath
- I will follow the safety and hygiene protocols that have been implemented by Project Mercy and that are posted online for my review
- I have not traveled to a highly impacted area within the United States in the past 14 days
- I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
- I have not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities
- I am following recommended guidelines as much as possible - practicing social distancing by participating in group activities of fewer than 10, trying to maintain separation of six feet from others, and otherwise limiting my exposure to the coronavirus
- I accept having my body temperature taken as a condition of entry to the Project Mercy build site
- I accept the safety protocols for the build site as outlined on the Project Mercy website

I hereby forever release and waive my right to bring suit against Project Mercy and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to participation in Project Mercy projects. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**2. Medical Treatment.** Volunteer authorizes medical treatment and releases, discharges, and holds harmless Project Mercy from and against any Claims which arise from first aid, medical treatment, or service rendered in connection therewith. Volunteer understands that Project Mercy Baja does not assume any responsibility for, or obligation to provide, medical, financial or other assistance in the event of bodily injury, illness, property damage or death.

### **3. Assumption of the Risk.**

Volunteer understands that work for Project Mercy may include hazardous activities, including without limitation risks inherent in construction, strenuous physical activity, travel, and travel to a foreign country. Volunteer assumes the risk of injury or harm in these activities and releases, discharges, and holds harmless Project Mercy from and against any Claims arising from Volunteer's work for Project Mercy.

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to participate in Project Mercy projects. These projects are so important to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in Project Mercy projects.

**4. No Insurance.** Project Mercy does not carry or maintain health, medical or disability insurance coverage for Volunteer.

**5. Photographic Release.** Volunteer grants Project Mercy all right to and title in any photographic images, video or audio recordings made by Project Mercy during the Volunteer's activities with Project Mercy, including any proceeds or other benefits derived.

**6. Other.** This Release is intended to be as broad as permitted by the laws of the State of California and shall be governed by the laws of the State of California. If any clause or provision of the Release is held to be invalid, that shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable to the maximum degree allowed by the law. The benefits of this Release extends to the employees, agents, officers, board members, successors, and assigns of Project Mercy.

**7. Waiver of California Civil Code Section 1542.** Volunteer waives the provisions of California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**8. Continuing Applicability.** This Release applies to all activities of Volunteer as a volunteer for Project Mercy whether on this date or at any time in the future.

**I have read this Release, understand its contents, and agree to its terms and conditions.**

## Volunteer's Name

**Douglas**

First Name\*

**Hoffman**

Last Name\*

**123-456-9999**

Phone\*

## Volunteer's Date of Birth<sup>\*</sup>

I certify that I am 18 years of age or older



**Volunteer's Signature<sup>\*</sup>**

## Volunteer's Address

Address Line 1:\* **12764 Chandon Court**

Street address, P.O. box, company name, c/o

Address Line 2: **12764 Chandon Court, &dash;&dash;**

Apartment, suite, unit, building, floor, etc.

Country:\* **United States**

City:\* **San Diego**

State/Province:\* **CA**

Zip/Postal:\* **92130**

## Email Address

**doug@customersuccessmarketing.com**

Email

A signed copy of this waiver will be sent to the email address you provide.

## Emergency Contact

**Douglas C Hoffman**

Emergency Contact's Name\*

**8584423414**

Emergency Contact's Phone Number\*

## Electronic Signature Consent<sup>\*</sup>

- By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.