



(PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT)

Volunteer Release and Waiver of Liability form (2 pages)

Please print all information in blanks provided.

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____ 20____

by (Volunteer Name) _____ (the "Volunteer")

in favour of Kwaya Australia Inc, a non-government organisation existing under the laws of the state of Queensland Australia, it's affiliated organisations in other nations, its directors, officers, employees, and agents. I, the Volunteer, desire to work as a Kwaya Volunteer and engage in the activities related to being a volunteer with the Kwaya Volunteer Program.

I understand that the activities may include but are not limited to, travelling to and from other countries, travelling to and from other cities and towns, consuming food and living in accommodations available or provided in the foreign country(ies), working in offices and institutions, constructing and/or rehabilitating buildings and other non-construction-related activities or working on special projects. I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I, the Volunteer, release and forever discharge and hold harmless Kwaya Australia Inc and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my work for Kwaya Project Volunteers. I understand and acknowledge that this Release discharges Kwaya Australia Inc from any liability or claim that I, the Volunteer, may have against Kwaya Australia Inc with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation in the Kwaya Volunteer Program. I also understand that Kwaya Australia Inc 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, illness, death or property damage (see insurance requirements below).

2. **Insurance.** I, the Volunteer, understand that, except as otherwise agreed to by Kwaya Australia Inc in writing; all Volunteers undertaking Kwaya projects conducted in Australia are covered under existing Kwaya Insurance policies. I acknowledge that it is the responsibility of the Volunteer to take out additional insurance cover to indemnify myself against any additional loss or damage that I may suffer whilst volunteering in Australia that may not be covered under the Kwaya Insurance policy. If I the Volunteer elect not to apply for additional insurance cover, I do so at my own risk and Kwaya Australia Inc is not liable for any loss or damage arising. I, the Volunteer understand that I must take out adequate personal travel and medical insurance to cover my travel and participation in projects overseas.

3. **Medical Treatment.** Except as otherwise agreed to by Kwaya Australia in writing, I hereby release and forever discharge Kwaya Australia Inc from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with an emergency during my time with the Kwaya Volunteer Program.

4. **Assumption of the Risk.** I understand that my time with Kwaya may include activities that may be hazardous to me, including, but not limited to, construction activities, loading and unloading heavy equipment and materials, and local transportation to and from the work sites. I recognize and understand that my time with Kwaya Australia Inc may, in some situations, involve inherently dangerous activities.

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I also understand that in addition to consuming local foods and living in accommodations which are available in the country(ies) visited, I may be travelling to and from locations which pose risks from terrorism, war, insurrection or criminal activities. I also understand that, in order to protect its employees and volunteers in all countries around the world, it is Kwaya Australia Inc's policy that it will not pay ransom or make any other payments in order to secure the release of hostages. I hereby expressly and specifically assume the risk of injury or harm in these activities and release Kwaya Australia Inc from all liability for injury, illness, death or property damage resulting from the activities of my time with the Kwaya Volunteer Program.

5. Travel Warnings and Local Laws. I understand that it is my responsibility to make myself aware of travel warnings and local laws in the countries to which I will be travelling. I understand that Kwaya Australia accepts no responsibility for travel decisions made by me. I also understand that Kwaya Australia Inc is not acting as my travel agent and accepts no responsibility for same.

6. Termination by Kwaya Aust Inc. I understand that the Team Leader of the Project and/or the Project Coordinator reserve the right to instruct me the Volunteer to return to Australia and/or leave the Project where in his/her absolute opinion I am not performing my duties in a proper manner, or my presence is disruptive and contrary to what is expected of a Volunteer on a Kwaya project, or I engage in any act that is contrary to the laws and customs of the area in which the Project is being conducted or the team leader becomes concerned about the health or safety of me the Volunteer.

7. Photographic Release. I understand that I may be photographed whilst working on projects and my image may appear on the media. I grant and convey unto Kwaya Aust Inc all right, title, and interest in any and all photographic images and video or audio recordings made by Kwaya during my work for the Volunteer Program including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

8. Sensitivity to Political Issues - I understand that my purpose is to primarily engage in a cultural and musical exchange as well as assisting the community in benevolent projects. I understand the safety of the group is paramount and that the tour is not a forum for me to push my personal or political opinions or agenda.

9. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Qld Australia and that this Release shall be governed by and interpreted in accordance with those laws. I agree 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.

To express my understanding of this release, I sign here with a witness:

Volunteer Signature Date.....

Volunteer (Print Name)

Witness Signature Date.....

Witness (Print Name)