

Global Aid Network (GAiN) Waiver of Right and Release

Global Aid Network (“GAiN”) allows many volunteers to implement its programs. There are several possible risks to these volunteers, including the potential for injury, perhaps of a serious nature. GAiN seeks to implement policies and procedures which are specifically planned to protect the health and freedom of volunteers.

PLEASE READ CAREFULLY

THIS IS A LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. YOU ARE ALSO ASSUMING CERTAIN OBLIGATIONS. NOTWITHSTANDING PRECAUTIONS TAKEN, ACCIDENTS AND UNFORTUNATE CIRCUMSTANCES OCCUR AND THEREFORE THIS AGREEMENT MUST BE SIGNED.

I, _____, have freely requested to be allowed to cycle/participate with the Cycling4Water team which is a GAiN Special Project. I understand there may be risks attendant on riding with the cycling4water team, among other things, physical challenges and uncertain transportation and traffic risks, and I personally assume these risks to the maximum extent possible.

In exchange for GAiN permitting me to cycle/participate with the cycling4water team described herein, I agree as follows:

I, for myself and for anyone entitled to act on my behalf, hereby release and forever discharge GAiN and its affiliates, members, directors, officers, leaders, agents, volunteers and/or employees from any and all actions, causes of actions, suits, claims, demands, liabilities and expenses that I now have or may have in the future in connection with, arising from or related to, my travelling to or from cycling/participating with the cycling4water team or my involvement in or participation with this Special Project.

I agree that my participation in the event is subject to the sole discretion of the organizers of the event, and that my participation may be limited or terminated, with or without cause.

I am fully aware of the risks associated with riding with the Cycling4Water team. I accept full responsibility for the consequences resulting therefrom and hereby release and forever discharge GAiN, its affiliates, members, directors, officers, leaders, agents, volunteers and/or employees from all actions, causes of actions, suits, claims and demands whatsoever that may arise as a result of my participation in this Special Project.

In case of any accident or illness, I acknowledge that neither GAiN nor its employees, etc. has any duty or obligation to provide me with care or medical treatment. I give permission to any employee or associate staff or other volunteer of GAiN or its affiliates or any authorized representative thereof to seek any medical attention or treatment deemed necessary by such individual for me and I hereby release and waive, as against GAiN and its affiliates, members, directors, officers, leaders, agents, volunteers and / or employees or their authorized representative from any and all actions, causes of actions, suits, claims, demands or expenses that I may have as a result of or in connection with such accident or injury or as a result of or in connection with such medical attention or medical treatment administered in connection therewith, and I will further indemnify and save them harmless from any and all costs, liabilities, expenses, claims, causes of action, suits or demands incurred by them made or taken against them as a result of, connected with or relating to such accident or illness and the medical attention or treatment administered in connection therewith;

I agree to indemnify and save harmless GAiN and its affiliates, the members, directors, officers, leaders, agents, volunteers and/or employees of GAiN or its affiliates from all claims, demands, suit or actions (including costs of defending them) against any of them by me or by any person injured or who suffered damage to person or property as a result of my action or in any way arising out of my participation in or any aspect of this Special Project, even though that liability may arise from negligence, carelessness, or recklessness (whether simple or gross) on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained, or controlled by them or because of their possible liability without fault.

I give permission to GAiN, for the free use of my name, photograph, voice, or likeness, in any broadcast, telecast, advertising, promotion, or other account of this event or marketing or promotion for future or similar events, and waive any rights of privacy I may have in that regard, and;

I will conduct myself in a manner appropriate to a volunteer participant in the Special Project and abide by all rules, regulations, orders and directives given to me by GAiN and its affiliates and the employees and associate staff of GAiN and its affiliates in connection with any matter relating to the Special Project, as well as all applicable municipal and provincial laws and regulations.

I have carefully read this Waiver and Release and fully understand its contents. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Waiver and Release freely and voluntarily, and intend by my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Cycling4water Special Project Participant

Date

Please print your name

Signature of Witness

Date

Date(s) cycling/participating with the cycling4water team

(If under 18 the section below must be filled out by parents or legal guardians)

I/We, and have read the above waiver and release for GAiN in full and fully understand its terms and conditions and I/we hereby voluntarily execute and deliver this consent to _____
_____'s participation in the Cycling4water Special Project. I/we hereby further agree to be fully bound by the release terms and condition in both my/our individual capacit(y/ies) and in my/our capacit(y/ies) as a parent or guardian for the above minor:

Signature of Parent or Legal Guardian

Date

Please print your name

Witness