

RELEASE OF LIABILITY

READ CAREFULLY: THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for my participation in the Disaster Response Team (DRT) managed by Infinitum Humanitarian Systems (IHS), using resources derived from support provided by InSTEDD and the Roddenberry Foundation (along with IHS, the three “Parties of the DRT”), with IHS located at 220 2nd Ave South, Seattle, Washington, 98104, and for the use of the services and property of the Disaster Response Team, I, _____, residing at _____ agree to the following:

1. I agree to observe and obey all written rules and warnings associated with my participation on the DRT, and further agree to follow any verbal safety and security instructions or directions given to the DRT by the members, representatives or agents of the DRT.
2. I explicitly state my personal intention to abide by the laws of the nations into which the DRT may deploy. I acknowledge that transgressions of those laws, deliberate or accidental, may jeopardize my freedom and safety and, by association, that of other members of the DRT. My actions while deployed are my own responsibility and I hold harmless IHS and the DRT for any consequences my own actions may bring upon me while a member of the DRT.
3. I recognize that there are certain inherent risks associated with participation as a member of any Disaster Response Team and I assume full responsibility for any personal injury to myself or damage to goods I own.
4. I acknowledge my obligation to have adequate personal medical coverage for myself in force during any period in which I am a member of the DRT, regardless of any separate medical coverage provided by the DRT. I further release and discharge the parties of the DRT for injury, loss or damage arising out of my use of items provided for the DRT, or from my presence during activities of the DRT, whether caused by the fault of myself, IHS or other third parties.
5. I agree to indemnify and defend the parties of the DRT against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of or presence upon the sites used by IHS or the DRT for training or deployment.

6. Any legal or equitable claim that may arise from participation in the above shall be resolved under Washington law.

7. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

8. This Agreement and each of its terms are the product of an arms' length negotiation between me and IHS, InSTEDD, and the Roddenberry Foundation (the Parties of the DRT). In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

9. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

10. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. In case of an emergency, please call _____

(Relationship: _____) at _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: 08 May 2014

Signature: _____

Name: _____