

## Assumption of Risk, Waiver, and Release from Liability

I, \_\_\_\_\_, desire to participate, as a volunteer, donor or recipient of aid, in disaster recovery work coordinated directly or indirectly through the recovers.org website. This Assumption of Risk, Waiver, and Release from Liability (the "Liability Waiver") covers the entirety of my participation in disaster recovery work, coordinated directly or indirectly through all community organizations administrating this site(the "Organizer") and the operator of the recovers.org website, Sirocco Corp. ("Recovers.org"), including, but not limited to repairing and rebuilding property, removing debris, donating goods or services, and working with other volunteers or coordinators.

1. Risk Factors. I understand and acknowledge that participating in disaster recovery efforts involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of tools or equipment, damaged or defective equipment, the activity itself, acts of nature, acts of myself or others, or the unavailability of emergency medical care.
2. Assumption of Risk. I am participating in disaster recovery work at my own free will. I understand that Recovers.org provides a web based software platform to help local organizations coordinate disaster recovery efforts in dangerous situations, and that recovery work carries risks. I understand that neither Organizer, nor Recovers.org, have control over the recovery work environment, or over the quality of donated equipment. I assume full responsibility and liability for all risks that may arise out of or result from my participation in disaster recovery work, including by not limited to those risks described in Section 1 above.
3. Release, Indemnify, and Defend. To the extent permitted by applicable law, I hereby release, waive, discharge, and hold harmless Organizer and Recovers.org, as well as all of their respective affiliates, predecessors, successors, trustees, officers, directors, employees, agents and representatives, past or present (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any damages, losses or liabilities, including but not limited to property damage, property loss or theft, personal injury or illness, death or other loss, arising from or relating to my participation in disaster recovery work (collectively, "Damages"), unless such Damages are caused by the gross negligence or willful misconduct of the Released Parties. I also agree to defend, indemnify and hold harmless the Released Parties from and against any and all Claims arising from or related to my own acts or omissions in connection with my participation in disaster recovery work.
4. Acknowledgement of Policies and Procedures. I acknowledge that I have read, know, and agree to any policies, procedures, and informational documents provided by Organizer and relating to my participation in disaster recovery work managed through the Recovers.org website. I agree to comply with and abide by all rules, regulations and policies of Recovers.org, as well as all local laws, and to ensure that I have taken adequate steps to minimize the risk of property damage, bodily injury, and death.
5. Prerequisite Skills. I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in disaster recovery work. I acknowledge that I truthfully represented, to the best of my ability, the skills that I can contribute to disaster recovery tasks.
6. Waiver. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance or effect is to prevent a general release from extending to claims, material or

otherwise that the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing Organizer and Recovers.org for unknown future claims.

7. Payment for Damages. I agree to pay for any and all damages to any property or Released Parties caused by me negligently, willfully or otherwise.
8. Representatives. I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.
9. Insurance. I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in disaster recovery work. Neither Organizer nor Recovers.org have any obligation to provide me with any kind of insurance coverage.
10. Jurisdiction. This Liability Waiver shall be governed in all respects by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law rules. I submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Suffolk County in the Commonwealth of Massachusetts with respect to any disputes between the parties.
11. Severability. If any term or provision of this Liability Waiver is deemed to be illegal, invalid or unenforceable for any reason, the invalidity of such term or provision will not affect the validity of any other provision in this Liability Waiver, all of which will remain in full force and effect.

Please select one of the following:

- I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.

Name: \_\_\_\_\_

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

Consent and Release on Behalf of Minor by Parent/Legal Guardian

- I am the parent or legal guardian of the above named minor. I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the participation in the activity of the minor.

Name of Minor: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_