



ROTARY AUSTRALIA WORLD COMMUNITY SERVICE LTD (RAWCS)

VOLUNTEER AGREEMENT, RELEASE AND WAIVER OF LIABILITY

I, [Name] from [Address] sign this agreement, release and waiver of liability in favour of Rotary Australia World Community Service Ltd., a non-government organisation existing under the laws of the State of New South Wales, Australia, its affiliated organisations in other nations, its directors, officers, employees and agents.

I, the Volunteer, desire to work as a RAWCS Volunteer and engage in the activities related to a RAWCS Project. 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:

- Waiver and Release.** I, the Volunteer, release and forever discharge and hold harmless RAWCS 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 as a RAWCS Project Volunteer. I understand and acknowledge that this Release discharges RAWCS from any liability or claim that I, the Volunteer, may have against RAWCS with respect to any bodily injury, personal injury, illness, death or property damage that may result from my participation in the RAWCS Project Volunteer Program. I also understand that RAWCS. 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).
- Term.** The term of the Volunteer Agreement and the Volunteer's responsibility shall start from the date the volunteer leaves his/her home in Australia, Papua New Guinea, Solomon Islands or Timor-Leste to take up the volunteer appointment and shall continue until the volunteer arrives back at his/her home in one of these countries. Should the Volunteer break the trip to or from this appointment for personal or private reasons, insurance may be extended to cover the private travel component up to 60 days, to a maximum 90 days total for the entire journey. Approval for the private travel component of the journey should be requested at time of application.
- Duties.** The Volunteer's duties under this Volunteer Agreement include:
 - Travel to and from a destination in such transport as shall be notified to RAWCS in conjunction with the Team Leader.
 - Completing the RAWCS Volunteer online registration form least 3 weeks before departure.
 - An obligation to comply with local laws and local customs in the country that the volunteer is travelling in.
 - Carry out any volunteer, development aid or health activities under the direction of the Project Manager, Team Leader or a competent person appointed by either of them.

- Contributing to a final report that must be submitted by all Team Leaders to the National Project Volunteers Manager within 1 month of return.

4. **Illness.** The Volunteer acknowledges that the nature of the project may have special requirements in relation to health and or fitness of the Volunteer and as such requires confirmation from a General Medical Practitioner (GP) they are fit to travel based on the travel itinerary provided. The Volunteer shall seek his/her own medical advice as to appropriate steps and measures that should be taken by the Volunteer as to such medical conditions, immunisation, vaccinations or otherwise having regard to the country in which the Volunteer will be attending the project. The Volunteer acknowledges that whilst the RAWCS Regional Volunteer Supervisor or nominee will take whatever action possible assist any team member who falls sick or sustains an accident the Volunteer acknowledges that, as the projects may be in remote areas where normal and adequate medical assistance may not be available, the assistance that can be provided may be limited.

5. **Medical Treatment.** Except as otherwise agreed to by RAWCS in writing, I hereby release and forever discharge RAWCS 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 RAWCS Project Volunteer Program,

6. **Insurance.** I, the Volunteer, understand that, except as otherwise agreed to by RAWCS in writing; all Volunteers undertaking programs of RAWCS Project Volunteers are covered under existing RAWCS Insurance policies **provided the Volunteer is a citizen of a country that is part of an Australian Rotary District (Australia, Papua New Guinea, Solomon Islands or Timor-Leste).** I acknowledge that it is my responsibility to take out additional insurance cover to indemnify myself against any additional loss or damage that I may suffer that may not be covered under the RAWCS Insurance policy. If I the Volunteer elect not to apply for additional insurance cover I do so at my own risk and RAWCS is not liable for any loss or damage arising.

7. **Assumption of the Risk.** I understand that my time with RAWCS 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 RAWCS may, in some situations, involve inherently dangerous activities. 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 RAWCS 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 RAWCS from all liability for injury, illness, death or property damage resulting from the activities of my time with the RAWCS Project Volunteer Program.

8. **Termination by RAWCS.** I understand that the Team Leader of the Project and/or the Regional Volunteer Supervisor 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 Rotary project, or I engage in any act that is contrary to the laws and customs of the area and Australia in which the Project is being conducted or the team leader becomes concerned about the health or safety of me the Volunteer.

9. **Termination by Volunteer.** Notwithstanding any provision in this release and waiver of liability to the contrary, in the event the Volunteer terminates his / her service with RAWCS before the end of the term of this agreement for any reason not necessitated by concern for the health of the Volunteer, services as provided in paragraphs 3 & 4 thereof shall cease upon the termination of service.

10. **Photographic Release.** I grant and convey unto RAWCS all right, title, and interest in any and all photographic images and video or audio recordings made by RAWCS during my work for the Project Volunteer Program including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

12. **Relationship Created.** I the Volunteer acknowledge that the relationship of employer and employee shall not arise in respect of RAWCS and it is expressly understood at all times that the Volunteer is an independent contractor and not otherwise, The Volunteer agrees to indemnify RAWCS in respect of any claim arising as a result of the relationship.

13. **Other.** I expressly agree that this Release is intended to be as broad and 'inclusive as permitted by the laws of the State of New South Wales, Australia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New South Wales. I agree that if 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 agreement, release and waiver of liability, I sign on the signature page acknowledging that my IP address will be recorded as the signatory.

Electronic signature of Volunteer