

Volunteer Waiver & Release of Liability

FESAC Charity Foundation

This Volunteer Waiver & Release of Liability ("Waiver") is made and entered into as of 17th February, 2024 by and between FESAC Charity Foundation, a registered non-profit organisation in Nigeria ("Foundation"), and [Volunteer Name], residing at [Volunteer Address] ("Volunteer").

WHEREAS, Volunteer desires to volunteer their services to Foundation for the [Event Name] ("Event") scheduled for [Date] at [Location]; and

WHEREAS, Foundation desires to accept Volunteer's services for the Event;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. **Assumption of Risk.** Volunteers acknowledge and understand that participation in the Event may involve inherent risks of injury, illness, death, or property damage ("Risks"). Volunteer assumes all Risks associated with his/her participation in the Event, whether caused by the negligence of Foundation, its agents, employees, volunteers, or other third parties, or by the inherent nature of the activities involved.
2. **Release and Waiver of Liability.** In consideration of being allowed to participate in the Event, Volunteer hereby releases and forever discharges Foundation, its agents, employees, volunteers, trustees, directors, officers, and successors in interest from any and all claims, demands, losses, damages, liabilities, costs, and expenses (including attorneys' fees and disbursements) of any kind or nature whatsoever arising out of or in any way connected with Volunteer's participation in the Event, including, but not limited to, claims for personal injury, illness, death, or property damage, even if caused by the negligence of Foundation, its agents, employees, volunteers, trustees, directors, officers, or other third parties.
3. **Medical Treatment.** Volunteer acknowledges and agrees that Foundation is not responsible for providing medical treatment to Volunteer. Volunteer is responsible for making his/her own arrangements for medical care and insurance.
4. **Indemnification.** Volunteer agrees to indemnify and hold harmless Foundation, its agents, employees, volunteers, trustees, directors, officers, and successors in interest from any and all claims, demands, losses, damages, liabilities, costs, and expenses (including attorneys' fees and disbursements) of any kind or nature whatsoever arising out of or in any way connected with Volunteer's participation in the Event, including, but not limited to, claims for personal

injury, illness, death, or property damage, even if caused by the negligence of Foundation, its agents, employees, volunteers, trustees, directors, officers, or other third parties.

5. Binding Agreement. This Waiver shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

6. Governing Law. This Waiver shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

7. Entire Agreement. This Waiver constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

8. Severability. If any provision of this Waiver is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

9. Waiver of Jury Trial. Volunteer and Foundation hereby waive their right to trial by jury with respect to any claim arising out of or in any way connected with this Waiver or Volunteer's participation in the Event.

10. Photographic Release. Volunteer grants Foundation the right to photograph and/or videotape Volunteer while participating in the Event and to use such photographs and/or videotapes for promotional and educational purposes, with the understanding that Volunteer's identity will not be disclosed without their prior written consent.

[Signature Block]

Volunteer Name:

Date:

Signature:

Printed Name:

Witness:

Date:

Signature:

Printed Name: