

# **Volunteer Kenya Inter-Community Development Involvement (ICODEI)**

## **Assumption of Risk & Hold Harmless Agreement**

### **General Disclosure**

I, the undersigned volunteer, understand that there are certain health and safety risks associated with participation in the ICODEI volunteer program in Kenya. Volunteers will live in the Western Province of Kenya with Reverend Reuben Lubanga, the Executive Director of the Kenyan community-based organization ICODEI, and his extended family. The homestead of Rev. Lubanga is pleasant, but geographically isolated, with no electricity, running water, telephones, or other modern facilities. Living accommodations are provided in mud or cement homes that are owned by Rev. Lubanga. During my volunteer experience, I understand that I will be traveling and working in very rural, poor villages where health and sanitary conditions are very poor. During this time, I may come into contact with individuals who are HIV+, who have Tuberculosis, Malaria, Typhoid Fever, worms, and/or many other diseases and illnesses. If I decide not to buy bottled water, I understand that I will have to utilize unclean water from a well and filter it in order to make it safe for me to drink. The food I eat will be cooked using unclean water and there will be a risk from water and food bacteria. Volunteer Kenya and ICODEI cannot control whether I become sick and cannot be held responsible for any sickness that may arise. I also understand that I will be traveling on many poorly kept, dirt roads in very rural areas where traffic accidents often happen. There is a possibility that I may be involved in a traffic accident either while I am traveling as part of the volunteer program or during personal travel I may choose to do. Traffic accidents could result in bodily harm to me or other passengers I am traveling with.

Volunteer Kenya is a 501(c)(3) U.S. based organization whose unpaid volunteer staff members communicate with potential volunteers, but has no direct control over the volunteer's travel, living, and working environment in Africa. I understand that the U.S. based entity Volunteer Kenya is legally separate from ICODEI and that Volunteer Kenya has no control over my volunteer experience in Kenya or anything that happens during it. I understand that all members, officers, staff, and volunteers of Volunteer Kenya bear no liability for anything that might happen during my time in Africa.

By signing this agreement, the participating volunteer agrees, among other things, that he or she assumes the risks of, and responsibilities for (1) damage to or loss of the volunteer's property, and (2) bodily injury, illness, or death from the volunteer's participation in and outside of the volunteer program activities in Africa.

### **Assumption of Risk**

I, the undersigned volunteer, wish to participate in the ICODEI volunteer program in Kenya. My participation is completely voluntary. I understand that there are certain risks, including, **but not limited to:** (1) robbery, rape, murder, or vehicle accidents, (2) property loss or damage, (3) injury or death, (4) illness or death from tropical diseases, such as malaria, yellow fever,

HIV/AIDS, Ebola, tuberculosis, meningitis, diarrhea, Rift Valley fever, dengue, cholera, typhoid, schistosomiasis, hepatitis, bacterial infection, extreme heat, etc. I further understand that situations may arise that Volunteer Kenya and/or ICODEI have no control over. In light of these understandings, and in consideration of my participation in the volunteer program, I hereby personally assume all these risks, whether foreseen or unforeseen, that arise from, or are in any way connected with, my participation in this volunteer program.

**Release and Hold Harmless Agreement**

In further consideration of my participation in the volunteer program, I, the undersigned volunteer, agree to release Volunteer Kenya and ICODEI, and their agents, officers, sponsors, coordinators, directors, employees, members, and volunteers from any and all liability and responsibility for any damages resulting from (1) robbery, rape, murder, or vehicle accidents, (2) property loss or damage, (3) injury or death, (4) illness or death from tropical diseases, such as malaria, yellow fever, HIV/AIDS, Ebola, tuberculosis, meningitis, diarrhea, Rift Valley fever, dengue, cholera, typhoid, schistosomiasis, hepatitis, bacterial infection, extreme heat, etc., whether foreseen or unforeseen, that I may sustain as a result of my participation in the volunteer program or during anytime that I am in Africa. I also agree to indemnify and hold harmless Volunteer Kenya and ICODEI and their agents, officers, sponsors, coordinators, directors, employees, members, and volunteers from any and all claims, demands, actions, or causes of action brought by myself or any third party where those claims, demands, actions, or causes of action arise out of my activities as a participant in the volunteer program or during my time in Africa.

I certify that I am eighteen years of age or older, that I have read and understood the foregoing, that I have been given an opportunity to confer with counsel of my choosing concerning the foregoing, and that I execute this agreement voluntarily.

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Volunteer's Name (Printed):

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Signature:

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Date: