

Volunteer Release and Waiver of Liability Form

This **Release and Waiver of Liability (“Release Agreement”)** releases Order of Malta Worldwide Relief - Malteser International Americas, Inc. (hereafter referred to as “Malteser International Americas”), a nonprofit corporation organized and existing under State of Delaware, and each of its directors, officers, employees, agents, affiliates, members, partners, and personnel (collectively with Malteser International Americas referred to hereafter simply as “Malteser”). I, the Volunteer, have received this form electronically and have been given an opportunity to review it before registering as a volunteer. I desire to provide volunteer services for Malteser International Americas and engage in activities related to serving as a volunteer. By registering as a volunteer, I consent and agree to this Release Agreement.

I, the Volunteer, understand that the scope of my relationship with Malteser International Americas is limited to a volunteer position and that no compensation is expected in return for services provided by me. I acknowledge that I am not compelled to provide services to Malteser International Americas and am free to determine what services I am willing and able to provide and when I will provide those services. I acknowledge also that Malteser International Americas is free to decline any services I may offer. Accordingly, I enter into this Release Agreement freely.

Malteser International Americas will not provide any benefits traditionally associated with employment to me, and I am responsible for my own health and other insurance coverage in the event of personal injury, illness, death, or property damage as a result of or related to my services to Malteser International Americas. I have read this Release Agreement and understand the range of risks that are involved and intend to be bound and to bind my heirs, kin, assigns, and representatives.

1. **Waiver and Release:** I, the Volunteer, release and forever discharge and hold harmless Malteser from any and all liability, claims, costs, losses, damages, and demands of whatever kind or nature, either in law or in equity, which may arise from or relate to the services I provide to Malteser International Americas. I understand and acknowledge that this Release Agreement discharges Malteser from any liability or claim that I may have with respect to bodily injury, personal injury, illness, death, or property damage that may result from or relate to the services I provide to Malteser International Americas or may occur while I am providing such services.
2. **Insurance:** Further, I understand that Malteser International Americas does not assume any responsibility or obligation to provide me with me any financial or other assistance, including but not limited to medical, health, or disability benefits or insurance of any nature in the event of any injury, illness, death, or damage to property. I expressly waive any claim for compensation or liability on the part of Malteser, beyond what may be offered freely by Malteser International Americas. I acknowledge that any assistance that is freely provided to me by Malteser International Americas will not constitute any waiver of this provision. I recognize that any applicable health, disability, travel, and other insurances is my responsibility to obtain.

3. Medical Treatment: I hereby release and forever discharge Malteser from any claim whatsoever which may arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Malteser International Americas, whether rendered by or on behalf of Malteser International Americas or by third parties. I understand that I remain responsible for payment of any hospital, physician, ambulance, medical, dental, and other services that may be obtained by or for me.
4. Assumption of Risk: I understand that the services I provide to Malteser International Americas may include activities that may be hazardous to me and may involve environments that are hazardous. As a volunteer, I hereby expressly assume the risk of injury or harm from these activities and release Malteser from all liability for injury, illness, death, or property damage resulting from or relating to the services I provide as a volunteer, whether or not incurred while I am providing such services.
5. Intellectual Property: I further understand that any information -- whether written, electronic, or otherwise -- that I have access to in the course of my service as a volunteer with Malteser International Americas or any of its affiliates or partner organizations is confidential and proprietary to Malteser International Americas and/or to its affiliates or partner organizations and shall not be disclosed by me to any third-party without the prior written consent or instruction of Malteser International Americas. This includes without limitation administrative documents, proposals, financial information, contracts, translations, oral discussions, etc. The only exception to this provision is information that is in the public domain or comes into the public domain through no fault of myself.

Furthermore, any intellectual property rights related to work product created by me during my service shall be the exclusive property of Malteser International Americas. This includes any and all translations of which I may prepare in the course of my service.

6. Photographic Release: I grant and convey to Malteser International Americas all rights, titles, and interests in and uses of any and all photographs, images, video, or audio recordings of me or my likeness or voice (collectively, "Media Materials") made by Malteser in connection with my providing volunteer services to Malteser International Americas. I acknowledge and agree that Malteser International Americas shall have authority to use any such Media Materials in any manner that Malteser International Americas in its sole and absolute discretion deems appropriate and in furtherance of the purposes of Malteser International Americas, and shall have no obligation to provide me any notice of its use of any such Media Materials.

Marketing: I grant Malteser International Americas the use of personally identifiable information such as my name, location, and email to send me communications, such as e-newsletters and various printed publications or mail appeals, in furtherance of Malteser International Americas' fundraising, educational, and advocacy objectives. If I desire to opt-out of receiving such communications from Malteser International Americas, I will notify Malteser International Americas at contact@malteser-international.org.

7. Privacy Policy: For Malteser International Americas' comprehensive privacy policy, [please click here](#).

8. Scope and Interpretation: As a volunteer, I expressly agree that this Release Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York, and/or the Country of volunteer work, and that this Release Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. I agree that in the event that any clause or provision of this Release Agreement is deemed invalid, the enforceability of the remaining provisions of this Release Agreement shall not be affected. I intend also that this Release Agreement shall apply to all instances during which I provide volunteer services to Malteser International Americas, whether rendered continuously, periodically, or sporadically, unless and until terminated in writing signed by both me and Malteser International Americas.

9. Disputes: Any disputes arising from or related to this Release Agreement shall be settled finally by arbitration according to the Expedited Rules of the American Arbitration Association in New York City, NY by one arbitrator. Procedures and timelines shall be strictly enforced, and judgment shall be according to applicable legal rules and not aequo et bono. Once the arbitration hearing has commenced it shall remain in continuous session (weekends and local holidays excluded) until concluded. Each party shall have the right to submit a final brief within 10 days of the conclusion of the hearing and a responsive brief within 10 days of due date for submission of the final brief. The arbitrator shall then within 30 days of the due date for the responsive brief issue a reasoned award. All cost of the arbitration including reasonable witness and attorney fees and expenses shall be awarded the prevailing party. Judgment on the award may be entered in any court competent to exercise jurisdiction. A party may seek conservatory relief in any appropriate court pending issuance of the arbitral award.