

Participant Release and Waiver of Liability



I hereby release and hold harmless Repair the World, its officers, directors and employees (together referred to herein as Repair the World), from all claims for injury and damage of any kind resulting from my participation in Repair the World, including all related travel. I understand that this Release discharges Repair the World to the fullest extent allowed by law from any liability or claim that may be made against Repair the World whether caused by Repair the World or its officers, directors, employees, agents or otherwise.

I understand that there are unavoidable risks attendant to the types of activities in which Repair the World engages and the project sites at which those activities take place. I hereby expressly and specifically assume the risk of injury or harm in these activities and release Repair the World from all liability for injury and damage resulting from my participation in such activities.

I further hereby agree to indemnify and save and hold harmless Repair the World from any claims, losses, liabilities (including reasonable attorneys' fees and amounts paid in settlement of any claim), damages, or costs it may incur arising out of or in connection with my participation in the activities, including all related travel.

I hereby grant Repair the World and its agents full authority to take whatever first aid and health treatment they may consider warranted under the circumstances concerning my health and safety, and I fully release and forever discharge Repair the World and its representatives and agents from any claim whatsoever which arises or may hereafter arise on account of any first aid or health treatment rendered or authorized in connection with my activities with Repair the World.

I hereby grant Repair the World and its agents permission to take photographs and video recordings of me and to use such photographs and video recordings for any and all purposes, and to use my name to identify me in such photographs and video recordings. I grant all rights, title, and interests in such photographic images and video recordings to Repair the World. Further, I waive all privacy, publicity, defamation, and proprietary rights relating to the photographs and video recordings.

I hereby grant permission for Repair to add me to its e-newsletter distribution list. When the program that I am attending is in partnership with another organization, I grant Repair permission to share my contact information with that partner.

By participating, I hereby agree to maintain the strict confidentiality of all information provided by Repair the World and their services partner(s). This provision shall not apply to information which (i) is shared with the general public or (ii) Repair or their service partner(s) consents for me to disclose.

The Release will be governed by and construed in accordance with New York law. I agree that any dispute or claim arising out of or relating to this Release or otherwise arising out of or relating to my participation in Repair programming (including any dispute between me and Repair or its affiliates and partner organizations) will be submitted to binding arbitration in the JAMS office closest to the location where I primarily performed volunteer services for Repair before a single arbitrator in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (except as modified by this Agreement), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that all claims must be pursued on an individual basis only. By signing this Release, I hereby waive my right to a jury trial and the right to obtain relief through a class or collective action (either as a class representative or class or collective member), or to join or consolidate my dispute or claims with the dispute or claims of any other person. The arbitrator's award or decision will be final and binding on the parties. Each party in the arbitration will be responsible for its own attorneys' fees, costs, and expenses, subject to the arbitrator's authority to award attorneys' fees to a prevailing party if expressly permitted by the law under which the dispute arises.

This Release is entered into knowingly, willingly and deliberately and is signed in consideration of my being able to participate in Repair the World. No modification to this form will be given effect without the express consent of Repair the World.

Participant or Volunteer name (please print)

Signature of Participant or Volunteer

Date

Signing this waiver indicates that you have read, understood, and agreed to this Release and Waiver of Liability.

For Participants Under 18

As a parent or guardian for the minor listed above, by signing you agree that you have read, understood, and agree to the above waiver on their behalf.

Name of Parent/Guardian of Minor Participant or Volunteer

Signature of Parent/Guardian

Date