

OMPRAKASH VOLUNTEER GRANT PROGRAM LIABILITY WAIVER

Assumption of Risks, Responsibility and Liability Waiver

WARNING!

BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

In consideration of being permitted to volunteer through, and/or receive any funds from Omprakash (the “**Program**”), I hereby agree to as follows:

Assumption of Risks. I understand that participation in the Program and/or with an Omprakash endorsed partner or any organizations familiar or unfamiliar to Omprakash will take me away from home for an extended period of time. I understand that I will be in an unfamiliar surrounding and will be exposed to risks to my person and possessions.

I understand that I may suffer physical injury, sickness or death, or damage to my property and that there is a possibility of, without limitation, violence, crime, civil unrest, homesickness, and/or loneliness. I freely and voluntarily accept and assume all risks, dangers and hazards. **I agree that Omprakash is not able to ensure my safety from any such risks, dangers or hazards.**

Assumption of Responsibility. I understand that it is my responsibility to abide by all applicable Omprakash Foundation and host partner policies and laws of the host country, and to ensure that I have adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal possessions. **I agree that Omprakash does not carry any insurance, including, without limitation, accident or injury insurance for my benefit.**

Personal Fault. I understand that there may be certain matters for which I can be held personally liable, including, without limitation, circumstances that do not relate to or arise from my volunteering experience or that fall outside of the scope of my Volunteer Grant, and/or conduct that is not considered reasonable for an individual in my position. I agree to be accountable in all respects for my own actions and will not ask or demand Omprakash or its agents to accept the consequences thereof. I agree to indemnify and hold Omprakash and its staff, volunteers and agents harmless from and against any and all claims made in relation to my own actions.

Waiver of Liability. I RELEASE OMPRAKASH, ITS STAFF, VOLUNTEERS AND AGENTS FROM ANY AND ALL LIABILITY ARISING OUT OF ANY LIABILITY, CLAIM, CAUSE OF ACTION, SUIT, LOSS, DAMAGE, INJURY, FINE, JUDGMENT, SETTLEMENT AND/OR EXPENSE (INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS) WHICH MAY BE SUFFERED, MADE, OR INCURRED BY ME AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ACCIDENTS, ACTS OF

GOD, WAR, CIVIL UNREST, SICKNESS, TRANSPORTATION, SCHEDULING, GOVERNMENT RESTRICTIONS OR REGULATIONS, AND ANY AND ALL EXPENSES WHICH I MAY INCUR WHILE PARTICIPATING IN MY TRAVEL OR VOLUNTEER ACTIVITIES.

Next of Kin. TO THE FULLEST EXTENT PERMITTED BY LAW, I RELEASE OMPRAKASH, ITS STAFF, VOLUNTEERS AND AGENTS FROM ANY AND ALL LIABILITY ARISING OUT OF ANY LIABILITY, CLAIM, CAUSE OF ACTION, SUIT, LOSS, DAMAGE, INJURY, FINE, JUDGMENT, SETTLEMENT AND/OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) WHICH MAY BE SUFFERED, MADE, OR INCURRED BY MY NEXT OF KIN AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ACCIDENTS, ACTS OF GOD, WAR, CIVIL UNREST, SICKNESS, TRANSPORTATION, SCHEDULING, GOVERNMENT RESTRICTIONS OR REGULATIONS, AND ANY AND ALL EXPENSES WHICH I MAY INCUR WHILE PARTICIPATING IN MY TRAVEL OR VOLUNTEER ACTIVITIES.

Indemnification. I indemnify, hold harmless, and defend Omprakash, its staff, volunteers and agents from and against any and all liabilities, claims, causes of action, suits, losses, damages, injuries, fines, judgments, settlements and expenses (including reasonable attorneys' fees and court costs) which may be suffered, made, or incurred by Omprakash, its staff, volunteers and/or agents as a result of my participation in the Program.

Use of Funds. I agree to use all funds given to me by Omprakash in a manner that reflects the scope and purpose of my application and Volunteer Grant. I agree the funds given to me by Omprakash shall be used for airfare, accommodations, travel expenses, and any materials necessary to accomplish the purpose and intention of my Volunteer Grant. I agree that any additional use of the funds must be authorized by the Omprakash Board of Directors. I agree that any unauthorized use of funds, which include, but are not limited to, activities that fall outside the scope of the Volunteer Grant, may result in civil and criminal penalties.

I agree that any and all funds that go unused during my volunteer activities shall be promptly returned to Omprakash. I further agree that Omprakash reserves the right to suspend the use of and demand the return of any and all funds for any reason or no reason at any time.

Background Check. I agree that Omprakash may perform a criminal history check prior to my receipt of any funds. I agree to provide Omprakash with my date of birth.

Acknowledgement. I acknowledge that I have been advised by Omprakash of the risks and dangers of my participation in the program as well as the need to act in a responsible manner at all times. I agree that Omprakash will not supervise my day-to-day activities, living arrangements, or fund-raising activities throughout the duration of the Volunteer Grant.

Governing Law and Venue. The laws of the State of Connecticut (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this waiver, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this waiver must be brought exclusively in a court of competent jurisdiction sitting in Stamford, Connecticut, and I submit to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this waiver. I waive, to the fullest extent permitted by law, any objection that I may now or later have to (i) the venue of any legal action or proceeding arising out of or relating to this waiver brought in any state or federal court sitting in Stamford, Connecticut; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

General. This waiver shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns. Except as expressly provided herein, the rights, obligations and remedies created by this waiver are cumulative and in addition to any other rights, obligations, or remedies otherwise available at law or in equity, and nothing herein shall be considered an election of remedies. My relationship with Omprakash is that of an independent contractor and nothing in this waiver shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship. No amendment, modification, replacement, termination or cancellation of any provision of this waiver shall be valid, unless the same shall be in writing and signed by Omprakash. No waiver by Omprakash of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior, or subsequent such, occurrence. No waiver or failure to exercise any option, right or privilege under the terms of this waiver on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion. The provisions of this waiver shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. The name assigned to this waiver and the section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof.

Signature. My signature to this waiver is given freely in order to indicate my understanding of the acceptance of the realities of the Program and in consideration for being permitted by Omprakash to participate in any and all activities that fall within the scope and duration of my Volunteer Grant. A copy transmitted via facsimile or email, bearing my signature, shall be deemed to be of the same legal force and effect as an original of this waiver bearing my signature as originally written by me.

[signature page follows]

I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.

VOLUNTEER

Sign: _____

Print: _____

Date: _____

Passport Number: _____

Passport Expiration Date: _____

Date of Birth: _____

Permanent Address (street, city, province, postal code, country):

Permanent Telephone: (____) _____

If participant is under 18 years of age, the signature of a parent or legal guardian is necessary.

PARENT OR LEGAL GUARDIAN

Sign: _____

Print: _____

Date: _____