

**PLEASE READ CAREFULLY**

**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS**

**Haiti Health Promise of Holy Name/ CRUDEM FOUNDATION, INC.**

**WAIVER, RELEASE, DISCHARGE AND HOLD HARMLESS AGREEMENT  
FOR VOLUNTEERS**

**PAGE 1 of 2**

I, \_\_\_\_\_, along with my spouse/partner, heirs, administrators, executors, assigns, legal representatives and anyone claiming by, under, or through me, do hereby expressly, knowingly, and voluntarily waive, release, hold harmless, and forever discharge Haiti Health Promise of Holy Name (HHPHN), formerly known as CRUDEM Foundation, Inc. ("CRUDEM"), Holy Name Medical Center Foundation, Inc., Holy Name Medical Center, Inc., the Congregation of the Sisters of St. Joseph of Peace, The Sisters of St. Joseph of Peace Health Care System Corporation, Peace Ministries, Inc., Hôpital Sacré-Coeur de Milot, ("HSCM"), Fondation Hôpital Sacré-Coeur de Milot, and the Catholic Archdiocese of Cap-Haitien, and their respective officers, ordinaries, superiors, directors, trustees, employees, members, parent entities, affiliates, authorized agents and legal representatives (collectively "Released Parties"), from any and all liability for injuries, illnesses, losses, or damages, including, but not limited to, attorneys' fees or other litigation costs and expenses, to me or my family, including, but not limited to, medical conditions I or my family may acquire, disfigurement, disability, death, destruction of personal property, or other claims or liability (collectively "Claims") arising directly or indirectly out of or relating to my service as a HHPHN/CRUDEM Volunteer at HSCM ("HHPHN/CRUDEM Volunteer"). This is intended to be a full and general release and discharge for the Released Parties for any and all Claims arising directly or indirectly out of or relating to my service as a HHPHN/ CRUDEM Volunteer, including, but not limited to, Claims caused in whole or part by the actual or alleged negligence or fault of any of the Released Parties, including, but not limited to, risks not known to me or not reasonably foreseeable at this time or otherwise.

I understand and accept the risks of serving as a HHPHN/CRUDEM Volunteer, including, but not limited to, the possibility of physical injury or contracting an infectious disease, foodborne illness, waterborne disease, or other diseases, disorders or syndromes, including, but not limited to, diseases disorders or syndromes that may be transmitted by me to my spouse/partner or other members of my family, including, but not limited to, an unborn child. I accept that these risks may result in injury, disfigurement, disability, or death, or destruction of personal property. I understand that HSCM is not served by a local fire brigade. I further understand that HSCM's buildings, including, but not limited to, its residential buildings, are not fire, earthquake, or hurricane resilient or resistant. I accept that these circumstances may result in my injury, disfigurement, disability or death, or destruction of my personal property should a fire, earthquake or hurricane occur while I am serving as a HHPHN/CRUDEM Volunteer. I understand that there are other dangers or perils that may occur while I am serving as a HHPHN/CRUDEM Volunteer and I accept that these dangers or perils may result in my injury, disfigurement, disability or death, or destruction of my personal property. I understand travel to, from and within Haiti is inherently dangerous. I accept that travel, including, but not limited to, vehicular and pedestrian travel, related to my service as a HHPHN/CRUDEM Volunteer may result in my injury, disfigurement, disability or death, or destruction of my personal property. Finally, I understand and accept that the Released Parties cannot guarantee my physical security or safety while I am serving as a HHPHN/CRUDEM Volunteer.

I expressly, knowingly and voluntarily waive, release and forever discharge the Released Parties from any and all Claims arising directly or indirectly out of or relating to any first aid, medical treatment, or other services rendered to me in connection with my service as a HHPHN/CRUDEM Volunteer, whether caused in whole or part by the actual or alleged negligence or fault of any of the Released Parties.

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I expressly, knowingly and voluntarily agree to indemnify and hold the Released Parties harmless from any and all losses, liabilities, damages, costs, or expenses, including, but not limited to, attorneys' fees or other litigation costs and expenses, incurred by the Released Parties as a result of any and all claims, disputes, legal proceedings or litigation that I, my spouse/partner, heirs, administrators, executors, assigns, legal representatives or anyone claiming by, under or through me, may bring against any of the Released Parties to recover any and all losses, costs, damages or expenses arising directly or indirectly out of or relating to my service as a HHPHN/CRUDEM Volunteer, whether caused in whole or part by the actual or alleged negligence or fault of any of the Released Parties.

I expressly, knowingly and voluntarily agree that this Waiver, Release, Discharge and Hold Harmless Agreement, and any and all Claims arising out of or relating to my service as a HHPHN/CRUDEM Volunteer, shall be governed by and interpreted according to the laws of the State of New Jersey, without regard to the conflict of laws principles of any jurisdiction. I expressly, knowingly and voluntarily agree that any and all claims, disputes, legal proceedings or litigation arising directly or indirectly out of or relating to this Waiver, Release, Discharge and Hold Harmless Agreement, or my service as a HHPHN/CRUDEM Volunteer shall be brought exclusively in the state or federal courts in the State of New Jersey, and I hereby consent to the jurisdiction of such courts.

In signing below, I affirm that I have thoroughly read this Waiver, Release, Discharge and Hold Harmless Agreement and I fully understand its contents. I understand that this document contains a full and general release and discharge of liability, including, but not limited to, liability arising out of or relating to the actual or alleged negligence or fault of any of the Released Parties. I further understand that by signing this Waiver, Release, Discharge and Hold Harmless Agreement, I am waiving certain rights that I or my spouse/partner, heirs, administrators, executors, assigns, legal representatives and anyone claiming by, under, or through me, may have to bring a legal action or assert a claim against the Released Parties. I further affirm that I have signed this Waiver, Release, Discharge and Hold Harmless Agreement voluntarily and as an act of my own free will.

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Print Name \_\_\_\_\_  
Email \_\_\_\_\_

Witnessed and signed in the presence of:  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Print Name \_\_\_\_\_  
Email \_\_\_\_\_

Return completed agreement to: Haiti Health Promise of Holy Name/CRUDEM Foundation, Inc.  
c/o Deb Paine-Motyl  
868 Stony Hill Road  
Wilbraham, MA 01095 VW0612

