



**Unite For Sight, Inc.**  
(A Nonprofit Organization)

**AGREEMENT WITH VOLUNTEER, RELEASE AND WAIVER**

**INSTRUCTIONS TO VOLUNTEER**

- 1. Read this document carefully. It contains important information about your participation in the volunteer program abroad. When signed by Unite for Sight, Inc. and you, it will be a legally-binding contract.**
- 2. When you have read it and are ready to proceed, initial each paragraph that requires your initials and then sign two copies at the end, where indicated. RETURN TWO COMPLETE COPIES to Unite for Sight, Inc. for signature.**
- 3. If you are under 21 years of age, your parent(s) and/or legal guardian(s) must also sign below to evidence their consent to your participation and their agreement to be bound by the terms of this Agreement.**

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**INTRODUCTION**

This Agreement with Volunteer, Release and Waiver (this “Agreement”) is a legal contract between the Volunteer named below and (“Volunteer”) and Unite For Sight, Inc. (“UFS”), a Connecticut nonprofit corporation. This Agreement is entered into in connection with one of the public service eye care programs conducted by a local medical organization, governmental agency or non-governmental organization (the “Sponsor”) outside the United States that UFS supports and in which Volunteer wants to participate (the “Program”).

Volunteer’s participation in the Program is entirely voluntary and Volunteer acknowledges and agrees that his or her participation is governed by the terms of this Agreement. Execution of this Agreement is a condition to Volunteer’s participation in the Program.

## **I. VOLUNTEER'S PARTICIPATION IN THE PROGRAM**

### **A. Scope of Volunteer's Activities**

Legally and ethically, Volunteer is prohibited from unsupervised activities. Volunteer acknowledges and agrees that

1. Volunteer is prohibited from activities during the Program that could constitute the unauthorized practice of medicine, including diagnosing any eye condition or other disease, dispensing distance eyeglasses without the supervision of an eye doctor, or prescribing prescription medicines.
2. Volunteer's activities in the Program must be carried out under the supervision of eye care professionals designated by the Sponsor.
3. Volunteer must comply at all times with instructions of representatives of the Sponsor, both with respect to providing eye care services and matters of appropriate behavior and personal safety.
4. Volunteer will comply with all security procedures that UFS or its security consultant, International SOS, may specify to participants in the Program.
5. Volunteer will submit weekly reports by email to Unite For Sight-USA Office and respond to all communications from UFS's management.
6. If Volunteer is instructed by representatives of the Sponsor or UFS to evacuate the site of the Program, Volunteer will do so as instructed.
7. If Volunteer is given materials or equipment by eye clinic, Unite For Sight, or fellow volunteers, Volunteer is responsible for any damage or loss Volunteer may cause to such materials or equipment.
8. Volunteer must comply with the Code described in Section I.B below.

Volunteer's participation in the Program may be terminated at any time for failure to adhere to these requirements, as determined by UFS in its sole discretion.

### **B. Standards of Volunteer's Behavior; UFS Code of Conduct**

UFS maintains a strict code of conduct (the "Code") for volunteers in the programs it supports that is intended to protect all of the volunteers, the communities the programs serve and UFS itself. The Code requires the following:

1. Volunteer agrees to maintain high standards of respect for the local community, its beliefs and customs, and the mission and reputation of the Sponsor and the Program. Volunteer will comply with instructions from representatives of the Sponsor with respect to proper behavior in the client community and will seek advice from those representatives if he or she is in doubt about whether particular behavior is appropriate or not. Volunteer's participation in the Program may be terminated at any time for failure to adhere to these standards, as determined by UFS in its sole discretion.
2. Without limiting the general standard set forth above, at no time may Volunteer:

- (a) Authorize the use of, or use for the benefit or advantage of any person, the name, emblem, endorsement, services, or property of UFS, except in conformance with UFS policy.
  - (b) Accept or seek, on behalf of himself or herself, or any other person, any financial advantage or gain.
  - (c) Publicly utilize any UFS affiliation in connection with the promotion of partisan politics, religious matters, or positions on any issue not in conformity with the official position of UFS.
  - (d) Disclose any confidential UFS information that is available solely as a result of the volunteer's affiliation with UFS to any person not authorized to receive such information, or use to the disadvantage of UFS any such confidential information, without the express authorization of UFS.
  - (e) Knowingly taking any action or make any statement intended to influence the conduct of UFS in such a way as to confer any financial benefit on any person, corporation, or entity in which the individual has a significant interest or affiliation.
  - (f) Operate in any matter that is contrary to the best interests of UFS.
  - (g) Engage in any UFS-prohibited activities that include:
    - (h) Attempt to influence legislation;
    - (i) Organize or engage in protests, petitions, boycotts, or strikes;
    - (j) Engage in religious instruction; conducting worship services; provide instruction as part of a Program that includes mandatory religious instruction or worship; construct or operate facilities devoted to religious instruction or worship;
    - (k) Engage in any form of religious proselytizing;
    - (l) Wear clothing that is considered inappropriate attire for working in a hospital. Volunteer will not wear shorts above the knees, sleeveless shirts, bikini tops, tank tops, or clothing that reveals the belly button;
    - (m) Operate any motorized vehicle or ride on a motorcycle;
    - (n) Walk alone at night;
    - (o) Lodge in a location different from the specified Program Site lodging; or
    - (p) Other activities as UFS determines will be prohibited, upon notice to the Volunteer.
3. Volunteer further understands that the following acts constitute a violation of the Code:
- (a) Unauthorized tardiness;
  - (b) Unauthorized absences from the Program;
  - (c) Departure or independent travel away from the city or village of the Program Site without accompaniment by the Sponsor or Unite For Sight Coordinators. Unsupervised travel by Volunteer to locations outside of Program Site is strictly prohibited due to potential for safety, security, and terror risks worldwide;
  - (d) Repeated use of inappropriate language (i.e. profanity) at the Program site;
  - (e) Stealing or lying;

- (f) Engaging in activity that may cause danger or distress to Sponsor’s staff, or other members of the Program or people in the community;
- (g) Unlawful manufacture, distribution, dispensing, possession or use of any controlled substance or possessing or using any illegal drugs during the term of participation;
- (h) Consuming alcoholic beverages during the performance of Program activities; and
- (i) Being under the influence of alcohol or any illegal drugs during the performance of Program activities.

<u>        </u> <b>(Initial Here)</b>	<b>Volunteer has read and agrees to comply with the foregoing standards of conduct while participating in the Program</b>
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**C. Risks of Participating in the Program**

1. There are many risks associated with international travel and with participating in the Program, which is carried out in less-developed areas where personal safety and security cannot be guaranteed. Those risks include, **but are not limited to**, the following:
  - (a) terrorist activities;
  - (b) robbery, rape, murder, physical assault, kidnapping and other criminal acts;
  - (c) vehicular accidents;
  - (d) property loss or damage;
  - (e) bodily injury or death;
  - (f) exposure to infection and infectious diseases, such as malaria, yellow fever, HIV/AIDS, Ebola, tuberculosis, meningitis, diarrhea, Rift Valley fever, dengue, cholera, typhoid, schistosomiasis, hepatitis, bacterial infection, etc.; and
  - (g) risks associated with the political climate in the region, such as restrictions on travel, false arrest, denial of human rights, and other political acts.
2. Prior knowledge of those risks and measures for avoiding or minimizing them is the best form of preparation. Volunteer acknowledges and agrees that prior to departing for the Program Volunteer will have:
  - (a) Read the following documents in their entirety:
    - The US State Department Consular Information Sheet ([http://travel.state.gov/travel\\_warnings](http://travel.state.gov/travel_warnings)), or the comparable publication of the foreign relations agency of the government of Volunteer’s home country if he or she is not a U.S. citizen, for the country where the Program is conducted.
    - The Travelers’ Health Report from the National Center of Infectious Diseases of the Centers for Disease Control (<http://www.cdc.gov/> and <http://www.cdc.gov/travel>) for the country where the Program is conducted (the “CDC Traveler’s Health Alert”).
    - The Destination Report from International SOS for the country where the Program is conducted.

- (b) Obtained all inoculations and medication recommended on the CDC Travelers' Health Report for the country where the Program is located and submitted Physician's Certificate of Good Health to UFS.
- (c) Purchased comprehensive medical assistance and security coverage for himself or herself from International SOS pursuant to UFS's membership in that organization for the entire period of participation in the Program and provided proof to UFS of having done so.
- (d) Submitted proof to UFS of health insurance coverage for costs incurred outside of his or her home country, either through a regular health insurance provider or through International SOS health insurance option.
- (e) Either through International SOS or independently, registered with the embassy or consulate of Volunteer's home country that is located in the country where the Program is conducted and provided proof to UFS of having done so.
- (f) Collected 300-500 reading glasses and sunglasses, submitted the Eyeglass Agreement, and transported the eyeglasses in a suitcase to Program Site.
- (g) Obtained Passport and VISA.
- (h) Completed the training specified by UFS and delivered proof of completion to UFS.

<u>                    </u> <b>(Initial Here)</b>	<b>Volunteer acknowledges that he or she has been warned of the risks to person and property from participating in the Program and agrees to take the steps described above to prepare himself or herself</b>
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**D. Volunteer's Responsibility for Costs and Third Party Suppliers**

1. Volunteer is solely responsible to provide or pay for all food, water, lodging, in-country ground transportation, travel to and from the Program's start location, and any additional costs of living or contingencies that may be incurred. UFS shall not be responsible for any of Volunteer's costs, including but not limited to, airfare or other transportation costs, lodging or documentation fees.
2. Volunteer acknowledges and agrees that if Volunteer chooses to pursue independent travel before and/or after the duration of the Program, UFS is not responsible for Volunteer during such travel. In addition, Volunteer understands and agrees that in the event of any such independent travel, Volunteer is responsible for meeting the scheduled rendezvous with representatives of the Sponsor in the country where the Program is conducted. Independent travel is not allowed during the Program.
3. UFS is not responsible for the acts or failures of anyone who provides goods and services in connection with the Program. In addition, UFS is not responsible for any costs or loss that Volunteer may incur because of delays or losses caused by any airline, other transportation or car rental company, travel agent, hotel, restaurant, medical facility, or other individual or organization providing goods and services, regardless of who arranged or paid for such goods and services, or because of any act or failure to act by any governmental entity, including any delay or change of travel plans caused by any action by any governmental entity.

4. Petty theft occurs worldwide. UFS will not be held responsible for the loss, theft, or damage of personal property or equipment. UFS strongly advises Volunteer not to bring expensive or irreplaceable items including cameras, electronic equipment, or jewelry on the Program. Personal insurance should be purchased by the Volunteer to protect any such valuable property.
5. Volunteer has fully advised UFS as to all factors relating to his or her medical history and health, and Volunteer agrees that if any substantial change should occur therein prior to his or her departure for the Program, Volunteer will so inform UFS. Volunteer is now covered, and at all times while participating in the Program Volunteer will remain covered by health insurance, as disclosed in his or her Health Form submitted to UFS and comprehensive health assistance/security insurance provided by International SOS. In no event shall UFS be responsible for any medical care or hospitalization during the Program, prior to his or her departure, or after the conclusion of the Program.
6. Water, food safety, sanitation in developing countries is not as regulated as it is in developed countries. Volunteer agrees to be solely responsible for avoiding consumption of non-bottled water, and food from roadside vendors or cheap restaurants. Any consumption of non-bottled water (including ice, or water remnants on wet dishes), without boiling it first, or eating foods from roadside vendors or similar sources may result in diarrhea or more serious ailments.
7. Volunteer is solely responsible for any airfare or other travel fees, charges, expenses or penalties that might result from any cancellation of, withdrawal from or change in the Program, whether Volunteer voluntarily withdraws from the Program or it is cancelled or altered by UFS for any reason.

<u>                    </u> <b>(Initial Here)</b>	<b>Volunteer has read, and agrees to Volunteer's responsibility for costs and third party suppliers</b>
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**E. Termination of Participation in the Program**

Upon acceptance into the Program, Volunteer shall pay a refundable deposit to UFS in the amount of \$1,375 against potential extraordinary expenses for additional processing, administration, expenses or claims arising from Volunteer's non-performance of all of its obligations pursuant to this Agreement. When Volunteer completes the Program and returns to their home country, the deposit will be refunded to Volunteer in full. The deposit to UFS will not be refunded if Volunteer withdraws from the Program voluntarily after acceptance, Volunteer is terminated from the Program as provided in this Agreement, Volunteer does not submit required pre-departure paperwork or fundraising on a timely basis, or Volunteer fails to pay any amount that he or she owes to a third-party supplier arranged by UFS.

1. **Withdrawal by Volunteer.** If Volunteer withdraws for any reason, Volunteer must notify UFS in writing. Such withdrawal will not be effective until received in writing. UFS incurs administrative and planning costs with respect to each Program. Therefore, if Volunteer voluntarily withdraws from the Program, funds paid by Volunteer to UFS will not be refunded. Further, as described above, Volunteer will solely be liable for any travel or other costs incurred that are non-refundable.

2. **Cancellation by UFS** At any time, UFS may, in its sole discretion, cancel a Volunteer's participation in, or cancel the Program in which Volunteer is scheduled to participate. In the event of such a cancellation, the total amount of any fees previously paid to UFS by Volunteer will be refunded. Other than funds paid directly to UFS, UFS will not be responsible to Volunteer for any other refund, interest, liability or damages of any kind.
3. **Termination of Participation in the Program** UFS has the authority at any time and in its sole discretion to terminate Volunteer's participation in the Program for cause. Volunteer will be responsible for all costs incurred as a result of his or her termination; except as otherwise expressly provided in this Agreement, there will be no refund of the deposit or funds paid to UFS; and Volunteer is solely responsible for all costs of return travel and alternative lodging and living arrangements and expenses.
4. Causes for termination may include, but are not limited to:
  - (a) Failure to satisfy required pre-departure requirements;
  - (b) Behavior that is destructive, abusive, violent, or involves harassment, theft, vandalism, or chronic defiance of policies;
  - (c) Acting in a manner that causes danger, distress, or significant difficulties for anyone at the Program, including eye clinic staff and fellow volunteers or workers;
  - (d) Failure to abide by the laws and regulation of the local country and community and of the United States of American and/or the State of Connecticut, or to behave in a manner that is inappropriate in the local community;
  - (e) Engaging in sexual activity;
  - (f) Failure to abide by curfews and other set policies of expectations;
  - (g) Unauthorized absence from the group, or unauthorized departure from the Program site;
  - (h) Possession or use of any weapons or non-prescribed drugs, including narcotics;
  - (i) Deterioration of Volunteer's physical health or mental condition;
  - (j) Other violations of the Code or breaches of Volunteer's obligations under this Agreement.
5. In the event of termination, Volunteer shall be required to immediately leave and vacate the Program premises and lodging accommodations within 24 hours. If Volunteer fails to immediately vacate the Program premises, appropriate legal action may be initiated against Volunteer as is necessary to compel compliance. If Volunteer's participation in the Program is terminated because of Volunteer's unauthorized absence from the Program site, UFS shall not have any obligation to permit Volunteer to return to the Program site.
6. In the event of termination, UFS will be entitled to notify Volunteer's letter of recommendation writer of the termination of the Volunteer's participation in the Program and the reason for termination.
7. UFS personnel may discuss Volunteer's situation, including Volunteer's health, physical, or mental condition, with any person, including any family member or medical personnel, and release any information concerning Volunteer to such person.

<u>                    </u> <b>(Initial Here)</b>	<b>Volunteer has read, understands, and agrees to this Section E</b>
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## II. VOLUNTEER'S ASSUMPTION OF RISK

1. Volunteer wishes to participate in the Program. His or her participation is completely **voluntary**. Volunteer understands that the Program that Volunteer is volunteering to participate in through UFS is serving a region that is undergoing political and social upheaval and **Volunteer recognizes the inherent risks associated with that situation, including, but not limited to, the risks listed above**. Volunteer acknowledges Volunteer's obligation and responsibility to prepare himself or herself regarding travel to, in and around the site of the Program by reading the materials listed in Section I.C above, and that in spite of such information Volunteer has made the independent decision to volunteer for and participate in the Program.
2. Volunteer acknowledges as follows:
  - The countries in which the Program may take place may have health and safety standards substantially below those enjoyed in the United States or other country of origin and Volunteer voluntarily participating in the Program and assuming all risk of illness, injury, kidnapping, being held hostage, death, etc. from his or her participation therein. UFS and the Program **cannot guarantee and are not responsible for his or her safety or security** as a participant in the Program.
  - Volunteer is solely responsible for his or her safety at all times relevant to the Program, including, without limitation, travel to and from the country where the Program is conducted, and at all times while in the country where the Program is conducted. **Volunteer must conduct all relationships with third parties, whether familiar or not, with due regard to his or her personal safety and should not knowingly place himself or herself in a position of risk.**
  - In living and traveling in major international cities abroad, Volunteer may experience problems associated with urban living - increased crime, pollution, high population density, or standards of living and health standards that are not equivalent to life in the United States or Volunteer's other country of origin. Volunteer must therefore take every precaution to safeguard his or her health and to protect personal belongings from damage or theft. UFS and the Program recommend that Volunteer never travel alone, particularly at night.
  - Volunteer has been advised of the risks inherent in travel to and residence in the country where the Program is conducted and, in spite of these potential risks, Volunteer has knowingly and voluntarily made the decision to participate in the Program and to travel to the country where the Program is conducted.
  - Volunteer has been offered the opportunity to select an alternative location for the Program, and voluntarily has elected to go to the country where the Program is conducted.
  - Volunteer has been advised by personnel of UFS to take precautions, including reviewing the materials described in Section I.C above, and, while in the country where the Program is conducted, obtaining and following the reasonable advice and instructions of the United States Department of State or foreign department of state if Volunteer is a citizen of another country, International SOS and the Sponsor.
  - Volunteer is mentally and physically fit, capable, able and willing to participate in the Program and be subjected to the potential inherently hazardous and dangerous activities



involved, without limitations, and UFS and the Program have not carried out any independent evaluation of Volunteer's fitness and capability.

- Volunteer will be solely responsible for any and all damages, costs, and expenses incurred as a result of the termination of Volunteer's participation in the Program pursuant to Section E above, and UFS shall not have any liability to Volunteer or any third party in connection with such termination, including, without limitation, liability for such damages, costs, and expenses. Volunteer's deposit and other amounts paid to UFS will not be refunded as provided elsewhere in this Agreement.
- Donations made by donors on behalf of Volunteer become the property of UFS on receipt and are non-refundable.

<u>                    </u> <b>(Initial Here)</b>	<b>Volunteer has read, and agrees to assume the risks of participating in the Program, as partly described in this Section II</b>
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### III. NO ASSUMPTION OF LIABILITY BY UFS OR PROGRAM

Volunteer acknowledges and agrees as follows:

- **UFS and the Program are not financially responsible for, and have little or no control over his or her travel or his or her travel, living and working environments.** Volunteer understands and acknowledges that UFS and the Program assume no liability whatsoever for any loss, damage, destruction theft, or the like to his or her luggage or personal belongings. His or her baggage and personal property are transported at his or her risk entirely.
- UFS and the Program assume no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotels, airlines or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of UFS and the Program, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature however caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers, with or without notice, or for any additional expense occasioned by any of the foregoing. **UFS has required Volunteer to obtain comprehensive health and security coverage from International SOS and other insurers, and to obtain travel insurance to protect Volunteer against the foregoing risks and this is the protection on which Volunteer will rely with regard to those risks.**
- Should a problem arise during his or her participation in the Program, UFS may, in their sole discretion, intercede on his or her behalf if such intervention is deemed feasible by UFS. **Notwithstanding the foregoing, Volunteer is not relying on UFS to help under any such circumstance.**
- Both UFS and the Program are non-profit undertakings and this limitation of responsibility and liability is understandable and reasonable under the circumstances.

IN LIGHT OF THESE UNDERSTANDINGS, AND IN CONSIDERATION OF PARTICIPATING IN THE PROGRAM, BY SIGNING THIS DOCUMENT, VOLUNTEER HEREBY **KNOWINGLY AND INTENTIONALLY ASSUMES ALL OF THE RISKS INVOLVED WITH HIS OR HER PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, THE RISKS LISTED ABOVE.** VOLUNTEER HEREBY PERSONALLY ASSUMES ALL RISKS, WHETHER FORESEEN OR UNFORESEEN, WHETHER THEY ARE DUE TO INTENTIONAL TORTIOUS CONDUCT OR NEGLIGENCE ON BEHALF OF UFS OR THE PROGRAM, THAT ARISE FROM, OR ARE IN ANY WAY CONNECTED WITH HIS OR HER PARTICIPATION IN THE PROGRAM.

<u>                    </u> <b>(Initial Here)</b>	<b>Volunteer has read and agrees to the foregoing assumption of risks contained in this Section III</b>
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**IV. RELEASE, WAIVER AND INDEMNITY**

1. IN FURTHER CONSIDERATION OF PARTICIPATING IN THE PROGRAM AND THE FOREGOING DISCLOSURE THAT PARTICIPATING IN THE PROGRAM INVOLVES FORSEEN AND UNFORSEEN RISKS, VOLUNTEER HEREBY **KNOWINGLY AND INTENTIONALLY RELEASES EACH OF UFS, THE PROGRAM AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, SPONSORS AND MEMBERS FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR ANY DAMAGES, WHETHER FORESEEN OR UNFORESEEN, DISCLOSED OR UNDISCLOSED,** THAT VOLUNTEER SUSTAINS AS A RESULT OF HIS OR HER PARTICIPATION IN THE PROGRAM, OTHER THAN CLAIMS AGAINST ONE OR MORE OF SUCH PARTIES ARISING FROM THE WILLFUL MISCONDUCT OF SUCH PARTY. THIS MEANS THAT UNLESS VOLUNTEER IS INJURED OR DAMAGED BY THE INTENTIONAL AND WRONGFUL ACTS OF ONE OF THOSE PARTIES, VOLUNTEER HAS GIVEN UP HIS OR HER RIGHT TO MONETARY DAMAGES OR OTHER REMEDIES AGAINST ALL OF UFS, THE PROGRAM AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, SPONSORS AND MEMBERS.
2. VOLUNTEER HEREBY **KNOWINGLY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS TO BRING SUIT AGAINST UFS, THE PROGRAM, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, SPONSORS AND MEMBERS FOR ANY DAMAGES, WHETHER FORESEEN OR UNFORESEEN, DISCLOSED OR UNDISCLOSED,** THAT VOLUNTEER MAY SUSTAIN AS A RESULT OF HIS OR HER PARTICIPATION IN THE PROGRAM, OTHER THAN CLAIMS AGAINST ONE OR MORE OF SUCH PARTIES ARISING FROM THE WILLFUL MISCONDUCT OF SUCH PARTY. THIS MEANS THAT UNLESS VOLUNTEER IS INJURED OR DAMAGED BY THE INTENTIONAL AND WRONGFUL ACTS OF ONE OF THOSE PARTIES, VOLUNTEER HAS GIVEN UP HIS OR HER RIGHT TO BRING A LAWSUIT OR OTHER LEGAL ACTION AGAINST ALL OF UFS, THE PROGRAM AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, SPONSORS AND MEMBERS.
3. VOLUNTEER ALSO KNOWINGLY AND INTENTIONALLY AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS UFS, THE PROGRAM, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, SPONSORS AND

MEMBERS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION BROUGHT BY THIRD PARTIES WHERE THOSE CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION ARISE OUT OF HIS OR HER ACTIVITIES AS A VOLUNTEER PARTICIPANT IN THE PROGRAM. THIS MEANS THAT VOLUNTEER AGREES TO BE RESPONSIBLE FOR ALL COSTS THAT UFS, THE PROGRAM AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, SPONSORS AND MEMBERS BECAUSE OTHER PARTIES MAKE CLAIMS AGAINST THEM AS A RESULT OF VOLUNTEER'S ACTIONS DURING THE PROGRAM.

                      
(Initial Here)

**Volunteer has read, understands and agrees to the release, waiver and indemnity contained in the foregoing Section IV**

## V. GENERAL

### A. Use of Volunteer's Likeness

Volunteer consents to the use of Volunteer's likeness (whether photographed, filmed or videotaped) and/or oral or written comments or any portion thereof, in any manner now or in the future, including, without limitation, in fundraising and promotional materials, advertising for television, radio, print or other media, and any other UFS presentations or publications. Volunteer agrees that, in connection with such use, UFS and persons acting for or on behalf of UFS may identify Volunteer by name, age, and state or country of residence.

### B. Choice of Law; Dispute Resolution

Volunteer understands and agrees that any cause of action that may arise under this Agreement or as a result of his or her participation in the Program shall be governed by the laws of the state of Connecticut without regard to its conflict of laws principles. If any terms or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. Volunteer hereby consents to the jurisdiction of any state or federal court located within the State of Connecticut and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement or his or her participation in the Program shall be litigated in such courts. Volunteer expressly submits and consents to the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens, meaning that he or she cannot argue that another forum should have responsibility because it is inconvenient to litigate in the courts in Connecticut.

### C. Evaluation of Volunteer

Volunteer acknowledges that Sponsor Staff and Program Coordinators will complete an evaluation of Volunteer at the conclusion of the Program. If Volunteer requests UFS to write letters of recommendation on Volunteer's behalf, the evaluation will be used to prepare the letter of recommendation.

### D. Authority

Volunteer certifies as follows:

1. Volunteer is eighteen (18) years of age or older and fully competent to sign this Agreement and enter into a contractual relationship with UFS;

2. VOLUNTEER HAS CAREFULLY READ AND UNDERSTOOD THIS AGREEMENT AND HAS SOUGHT ASSISTANCE REGARDING ANYTHING HE OR SHE DID NOT UNDERSTAND;
3. Volunteer has had an opportunity to confer with counsel or other advisers of his or her choosing concerning the terms and conditions contained in this Agreement; and
4. Volunteer is executing this Agreement voluntarily and in consideration of his or her participation in the Program, with the understanding that, when executed by both Volunteer and UFS, this Agreement will be a legally-binding contract between Volunteer and UFS.

**E. Entire Agreement**

This Agreement is the entire agreement between UFS and Volunteer regarding the participation by Volunteer, and there are no other agreements, representations, warranties or covenants Volunteer is relying on other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to Volunteer's participation in the Program.

**F. Amendment**

This Agreement may not be amended, modified or supplemented except in writing signed by both parties, except to the extent that the provision of this Agreement contemplate that UFS may unilaterally change them.

<p>_____ Volunteer has read, understands and agrees to this Section V <b>(Initial Here)</b></p>
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IN WITNESS WHEREOF, Volunteer and UFS have each executed this Agreement.

VOLUNTEER:

UNITE FOR SIGHT, INC.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

Age at date of signature: _____
Program Location(s): _____
Program Dates: _____

**Complete if Volunteer is less than 21 years old. Signature required from both parental guardians.**

The undersigned are the parents or guardians of Volunteer. The undersigned hereby acknowledge and agree with UFS as follows:

1. Each of them has read the preceding Agreement and agrees to its terms on behalf of the Volunteer.
2. Each of them consents to Volunteer’s participation in the Program on the terms described above and specifically requests UFS to permit Volunteer to participate in the Program, despite the risks that are described in the preceding Agreement.

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Relationship  
to Volunteer: \_\_\_\_\_

Relationship  
to Volunteer: \_\_\_\_\_

For UFS use only:

This agreement consists of:

Agreement with Volunteer, Release and Waiver (mandatory)  
and (check as applicable)

Parent/Guardian Rider

Eye Care Professional Rider

Other (specify)

