

PROJECT CHASM

Waiver of Liability

Purpose

The main intent of the Waiver of Liability statement is to highlight the very small yet real risk that volunteer activities with Project CHASM might incur.

These risks may include:

- personal injury

- risk of infection

- contact with communicable diseases

- psychological distress or trauma

Waiver of Liability

All volunteers are asked to carefully read the Waiver of Liability Statement.

Your agreement with the Waiver of Liability means that you accept full responsibility for untoward events that may occur as a Project CHASM volunteer.

Waiver of Liability Statement

- ⦿ This is a Release and Waiver of Liability (the “**Release**”) executed by me (the “**Volunteer**”) on this date, in favor of West Virginia University School of Medicine, the WVU Department of Internal Medicine at Charleston Area Medical Center, the Internal Medicine Interest Group, and Project Charleston Homeless And Street Medicine, and its directors, officers, employees, and agents (collectively known as “**University**”).
- ⦿ The Volunteer desires to work as a volunteer for University and engage in the activities related to being a volunteer (the “**Activities**”).
- ⦿ The Volunteer hereby freely, voluntarily, and without duress executes this Release under the terms below:

Waiver of Liability Statement

- **1. Release and Waiver**

Volunteer does hereby release and forever discharge and hold harmless University and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with University.

- Volunteer understands that this Release discharges University from any liability or claim that the Volunteer may have against University with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with University, whether caused by the negligence of University or its officers, directors, employees, or agents or otherwise.

- Volunteer also understands that University does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Waiver of Liability Statement

② 2. Assumption of Risk

The Volunteer understands that the Activities include work that may be hazardous to the Volunteer. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases University from all liability for injury, illness, death or property damage resulting from the Activities.

③ 3. Insurance

The Volunteer understands that, except as otherwise agreed to by University in writing, University does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

Waiver of Liability Statement

- ④ **4. Photographic Release**

Volunteer does hereby grant and convey unto University all right, title and interest in any and all photographic images and video or audio recordings made by University during the Volunteer's Activities with University, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

- ④ **5. Other**

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of West Virginia. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Summary

- Adapted from the “Waiver of Liability” of Project MUSHROOM, Morgantown, WV.