VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This is a Volunteer Release and Waiver of Liability (this “Release”) executed on this date, __________, by ___________________________ (the “Volunteer”), in favor of GISCorps, operating under Urban and Regional Information System Association (URISA), a nonprofit corporation, its Core Committee members, and agents (collectively known as “GISCorps”). Volunteers are expected to fulfill the terms of their mission to the best of their abilities.

The Volunteer desires to work as a volunteer for sponsoring agencies working with the GISCorps, and to engage in activities related to being such a volunteer (the “Activities”). The Volunteer understands that the Activities may include traveling to developing and/or war torn countries and, at times, under harsh, dangerous, and violent conditions to perform a variety of GIS-related services.

In consideration of the services performed by GISCorps with respect to assisting the volunteer in participation in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Volunteer hereby knowingly, intentionally, purposively, freely, voluntarily, and without duress executes this Release under the terms below:

1. Release and Waiver
   Volunteer does hereby FOREVER release, discharge, indemnify, hold harmless, defend, exonerate, and covenant not to sue GISCorps, URISA, and their members, officers, directors, staff, agents, successors, and assigns from, against, or with respect to any and all liability, claims, or demands of any kind or nature whatsoever, whether at law, in equity, or otherwise, which arise or may hereafter arise directly or indirectly from the Activities.

   Volunteer SPECIFICALLY UNDERSTANDS AND AGREES that this Release FOREVER DISCHARGES GISCorps, URISA, and their members, officers, directors, staff, agents, successors, and assigns from any and all liability or claims that the Volunteer may have against GISCorps, URISA, or their members, officers, directors, staff, agents, successors, and assigns, with respect to any bodily injury, personal injury, illness, death, or property damage or loss that may result, directly or indirectly, from the Activities, whether caused by the negligence of GISCorps, its Core Committee members, or agents, or otherwise, and in all cases to the fullest extent permitted by applicable law.

   Volunteer also understands that GISCorps does not and shall not assume any responsibility for or obligation to provide financial assistance or other assistance to the Volunteer, including, but not limited to, medical, health, or disability insurance in the event of injury, illness, or other claim or loss. Notwithstanding the previous sentence, GISCorps may in certain circumstances assist volunteer in funding travel costs, although such assistance shall not in any way supersede the terms and intent of this Release.
2. Medical Treatment
Volunteer does hereby FOREVER release, discharge, indemnify, hold harmless, defend, exonerate, and covenant not to sue GISCorps, URISA, and their members, officers, directors, staff, agents, successors, and assigns from any and all liability or claim whatsoever which arises or may hereafter arise, directly or indirectly, on account of any first aid, treatment, or medical service rendered in connection with the Volunteer’s Activities with sponsoring agencies working with GISCorps.

3. Assumption of Risk
The Volunteer SPECIFICALLY UNDERSTANDS AND AGREES that the Activities include work and other activities that may be hazardous to the Volunteer, including, but not limited to, traveling to developing and/or war torn countries in contravention of applicable governmental advisories, and at times under harsh, dangerous, and violent conditions, to perform a variety of GIS-related services. The Volunteer hereby expressly, specifically, knowingly, intentionally, purposively, personally, and solely assumes all risk of injury or harm which may result, directly or indirectly, from, during, or with respect to the Activities, and FOREVER releases, discharges, indemnifies, holds harmless, defends, exonerates, and covenants not to sue GISCorps, URISA, and their members, officers, directors, staff, agents, successors, and assigns from all liability or claim for injury, illness, death, or property damage or loss resulting from or with respect to the Activities.

4. Insurance
The Volunteer understands and agrees that, GISCorps does not and shall not carry or maintain health, medical, or disability insurance coverage for any Volunteers.

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 Illinois, United States of America, and all other applicable laws, rules, and regulations wherever found, and that this Release shall be governed by and interpreted in accordance with the internal laws of the State of Illinois, United States of America. Jurisdiction and venue for any actions with respect to this Release shall only be had in a tribunal of competent jurisdiction in Cook County, State of Illinois, United States of America. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any tribunal 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 fully enforceable.

The Volunteer may not assign any rights in or with respect to this Release. The Volunteer may not delegate any duties in or with respect to this Release. Each and every provision of this Release shall bind the Volunteer AND his or her legal representatives. The term "legal representatives" is used in this Release in its broadest possible meaning and includes, but is not limited to, all successors-in-interest, heirs, executors, administrators, or other personal representatives, whether
such succession results from the act of the Volunteer or occurs by operation of law.

I SPECIFICALLY ACKNOWLEDGE THAT I PERSONALLY HAVE READ THE PREVIOUS PARAGRAPHS, AND I KNOW, UNDERSTAND, AND APPRECIATE THE RISKS THAT ARE INHERENT IN THE ACTIVITIES I WILL UNDERTAKE AS A GISCORPS VOLUNTEER. I UNDERSTAND THAT I AM PERMANENTLY GIVING UP SUBSTANTIAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUIT. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS. I FURTHER ACKNOWLEDGE THAT I HAVE HAD AND TAKEN ADEQUATE ADVANTAGE OF THE OPPORTUNITY TO REVIEW THIS INSTRUMENT WITH COUNSEL OF MY CHOOSING, AND THAT I KNOWINGLY, INTENTIONALLY, AND PURPOSIVELY EXECUTE THIS INSTRUMENT FOLLOWING SUCH COUNSEL.

Volunteer:

_________________________________________________________________________
(signature)

Date: ______________________________

Complete Address: ______________________________________________________

City: ____________________________ State: _______ Zip Code: __________

Home Phone: ______________________________

Contact person in case of emergency: ________________ Phone: ______________

Witness:

_________________________________________________________________________
(signature)

Print name: __________________________

Witness:

_________________________________________________________________________
(signature)

Print name: __________________________

STATE OF ___________

COUNTY OF
Sworn to (or affirmed) and subscribed before me this ___ day of __________, 20__, by ________________________________.

________________________________________________________________________

(Affix Notary Stamp)  

Notary Public – State of  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)  
My Commission expires: ____________

Personally Known __ OR Produced Identification _____

Type of Identification Produced _________________________________

(Others legally recognizable and enforceable verification  
To be used in circumstances and jurisdictions  
Where necessary or appropriate)