

## Volunteer Release and Waiver of Liability

THIS IS A LEGAL DOCUMENT PLEASE READ CAREFULLY.

This Release and Waiver of Liability (the "Release") is hereby agreed executed on by (the "Volunteer") in favour of BIRDS OF PASSAGE INCORPORATED ABN 86 577 119 860 ("BIRDS OF PASSAGE"), a non-government organisation existing under the laws of the state of New South Wales, its directors, officers, employees and agents. I, the Volunteer, desire to work as a BIRDS OF PASSAGE volunteer and engage in the activities related to being a volunteer with any BIRDS OF PASSAGE volunteer program. I understand that the activities may include but are not limited to, travelling by car to and from cities and towns within Sydney, consuming food, working in cafe and restaurant kitchens performing chef related activities, serving food to homeless people, being in public spaces, offices, homeless shelters, and homeless sleeping grounds. I hereby freely and voluntarily, without duress, execute this Release under the following terms:

**1. Waiver and Release.** I, the Volunteer, release and forever discharge and hold harmless BIRDS OF PASSAGE and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work for BIRDS OF PASSAGE. I understand and acknowledge that this Release discharges BIRDS OF PASSAGE from any liability or claim that I, the Volunteer, may have against BIRDS OF PASSAGE with respect to any bodily injury, personal injury, illness, death or property damage that may result from my participation in any BIRDS OF PASSAGE volunteer program. I also understand that BIRDS OF PASSAGE 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, illness, death or property damage (see insurance requirements below).

**2. Insurance.** I, the Volunteer, I acknowledge that it is the responsibility of the Volunteer to take out insurance cover to indemnify myself against any loss or damage that I may suffer whilst volunteering in Australia. If I the Volunteer elect not to apply for insurance cover I do so at my own risk and BIRDS OF PASSAGE is not liable for any loss or damage arising. I, the Volunteer understand that I must take out adequate personal travel and medical insurance to cover my travel and participation in any BIRDS OF PASSAGE volunteer program.

**3. Medical Treatment.** Except as otherwise agreed to by BIRDS OF PASSAGE in writing, I hereby release and forever discharge BIRDS OF PASSAGE from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with an incident or emergency during my time with any BIRDS OF PASSAGE volunteer program.

**4. Assumption of the Risk.** I understand that my time with BIRDS OF PASSAGE may include activities that may be hazardous to me, including, but not limited to, preparing food with sharp utensils, consuming food, feeding homeless people in unsecure locations, driving (or being in the car) whilst commuting to and from the kitchen to homeless feeding locations. I recognize and understand that my time with BIRDS OF PASSAGE may, in some situations, involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and release BIRDS OF PASSAGE from all liability for injury, illness, death or property damage resulting from the activities of my time with any BIRDS OF PASSAGE volunteer program.

**7. Photographic Release.** I understand that I may be photographed whilst working on projects and my image may appear on the media, or on social media websites. I grant and convey unto BIRDS OF PASSAGE all right, title, and interest in any and all photographic images and video or audio recordings made by BIRDS OF PASSAGE during my work for and BIRDS OF PASSAGE volunteer program including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

**9. Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New South Wales and that this Release shall be governed by and interpreted in accordance with those laws. I agree 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.