

# Starve Poverty International Inc.

## HOLD HARMLESS AGREEMENT (Charitable Volunteer)

In consideration of Starve Poverty International Inc., a New Jersey nonprofit corporation (“**SPI**”) is in agreement by filling out and/or clicking submit you agree that you have read all the items. In consideration of being permitted to participate in the activities coordinated by Starve Poverty International Inc. (“SPI Inc.”), receipt and sufficiency of such consideration is hereby acknowledged I, the undersigned, intending to be legally bound by this Agreement, represent, covenant and agree to the following (if more than one person signs this Agreement, the words “I”, “me”, “my” and “myself” shall mean “we”, “us”, “our” and “ourselves”):

1. I, the undersigned, acknowledge that mission trips and one day projects are potentially HAZARDOUS and I have made a voluntary choice to participate in those activities despite the risks that they present. I also understand that conditions can and do vary constantly and that obstacles and hazardous conditions exist, both naturally and man-made and that it is my responsibility to be aware of the varying conditions and avoid all obstacles, both natural and man-made, during my participation in SPI Inc. activities.

2. I understand that SPI Inc. is NOT able to procure INSURANCE covering accidents or injuries to me or death of me, or loss, or damage to my property occurring during, or as a result of , during my participation in the SPI Inc. activities.

3. I agree to **ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR DAMAGE TO PROPERTY**, which may be associated with, or occur a result of the Work performed at the Property and I hereby **COVENANT AND AGREE NOT TO SUE** SPI and any SPI affiliated companies, and their respective members, trustees, directors, officers, employees, sponsors, donors, agents, contractors, consultants, volunteers and any other person (individual or legal entity) directly or indirectly involved with the Work at the Property (the “**SPI Indemnitees**”) for any losses, damages, costs, expenses (including reasonable attorneys’ fees and court costs), liabilities, claims, demands, and causes of action of any nature whatsoever, and any expenses incidental to the defense thereof (collectively, the “**Liabilities**”), arising from or out of any accident or injury to me, or death of me, or loss, or damage to my property occurring during, or as a result of, my participation in the SPI Inc. activities.

4. I agree **TO INDEMNIFY, HOLD HARMLESS AND DEFEND** the SPI Indemnitees from and against any and all Liabilities arising from or out of any accident or injury to me, or death of me, or loss, or damage to my property occurring during, or as a result of My participation in the SPI Inc. activities. In the event that any action or proceeding is brought against any SPI Indemnitees by reason of any claims covered by the foregoing indemnity, I will, upon notice from any such SPI Indemnitees, resist or defend such action or proceeding by counsel reasonably satisfactory to the SPI Indemnitees.

5. I have carefully read and understood this Agreement and all of its terms. I also understand and acknowledge that this Agreement contains a **COVENANT NOT TO SUE**, which will legally **PRECLUDE** me from filing suit or making any other legal claim for damages in the event of any accident or any injury to me, or death of me, loss or damage to my property occurring during, or as a result of my participation in SPI Inc. activities.

6. I enter into this Agreement freely, knowingly and voluntarily and agree that it is binding upon me and my heirs, beneficiaries, successors, executors, administrators and legal representatives and will inure to the benefit of SPI and the other SPI Indemnitees.

7. I understand that SPI is materially relying on the Assumption of Risk, Indemnity and Covenant Not to Sue contained in this Agreement in performing the Work at the Property, which I own in fee.

8. I acknowledge that as a participant on mission trips and/or projects, I am a beneficiary of SPI's charitable works as defined by NJ's Charitable Immunity Act, N.J.S.A. 2A:53A-7, et seq.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey. If any term, provision, covenant or condition in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be Affected, impaired or invalidated as a result of such decision.

10. For the purposes of this Agreement, e-mailed or electronic signatures may be used in place of original signatures on this Agreement. I agree to be bound by my signature on the e-mailed document (including electronic signature, for example, DocuSign). I am aware that SPI will rely on my e-mailed or electronic signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

Job location of work to be performed: \_\_\_\_\_  
\_\_\_\_\_

Please print Name and address below. **(If a person is under the age of 18 years, Parent or Legal Guardian must sign above)**

Name: \_\_\_\_\_ Birth Date: / /

Parent/Guardian Signature: \_\_\_\_\_

Relationship to minor: \_\_\_\_\_

(Parent or Legal Guardian if applicable)

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Volunteer Name: \_\_\_\_\_ Birth Date: / /

Volunteer Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_