



Children's Health Aid Team Inc.

Website: www.chatinc.org.au

ABN: 72 908 832 984
CCL: 20881

WAIVER OF LIABILITY

To be read in conjunction with:

Travelling and Volunteering with Children's Health Aid Team (CHAT) and Covid

I have voluntarily applied to CHAT (Children's Health Aid Team Inc) to work as a volunteer participant.

I understand and acknowledge that:

1. CHAT has given me permission to provide services in connection with its activities.
2. My participation in the activities of CHAT will require me to travel, live, work and perform tasks in the Socialist Republic of Vietnam.
3. Unless otherwise agreed with CHAT, CHAT is not required to provide me with any compensation, transportation, housing, food or other benefits or assistance.

As a volunteer participant in the activities of CHAT and in exchange for CHAT's permission to provide services in connection with its activities, I, **being over the age of 15 years:**

1. **CONSENT** to my participation in working for CHAT in the Socialist Republic of Vietnam;
2. **ASSUME ALL OF THE RISKS** associated with such participation;
3. **RELEASE**, waive liability and forever discharge CHAT and all of their principals, officers, directors, employees, volunteers, and any persons connected therewith, their spouses, heirs, assigns and successors in interest of every kind from each and every right and claim which I may now have or may hereafter have. This includes any damages, losses or injuries to person, property, death, disability, captivity, confinement, loss of wages or earning capacity, and illnesses suffered by me and caused by any action or inaction, whether intentional or unintentional, foreseeable or unforeseeable on the part of CHAT or any other party or in any way related to or associated with my participation in the Socialist Republic of Vietnam programs, projects and/or activities of CHAT.

IN ADDITION, PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY –

1. I understand that this paper is a release and a waiver of liability for the benefit of CHAT and that by this document I am assuming the risks of travelling to and living and working in the Socialist Republic of Vietnam.
2. I am aware that, regardless of the precautions taken by me or by CHAT, my participation in the activities of CHAT involves certain hazards and risks, including but not limited to the hazards and risks inherent to travel in less developed countries. I

am voluntarily participating in these activities with knowledge that there are inherent hazards and risks involved.

3. I voluntarily accept the risk of incurring illness, injury or death by travelling and working in the Socialist Republic of Vietnam.

4. In particular, I am aware that laws and customs in the Socialist Republic of Vietnam differ greatly from those prevailing in Australia, that security risks may arise from military and/or civilian conflict, that health and sanitation conditions may be substantially beneath the standards prevailing in Australia, that types of insurance policies may not be in effect and that I may be exposed to chemicals, biological hazards, bacterial, and/or viral diseases and/or injuries or illness.

5. I understand and accept the risk that, by travelling and working in areas where health and sanitation practices are considerably below usual Australian standards, I may become exposed to, or may contract, diseases such as hepatitis, AIDS, malaria, typhoid fever and other diseases both known and unknown.

6. I understand and accept the risk of injury or death from travelling in working in areas in which military and/or civilian conflict may arise.

7. I understand that the people I am releasing may hereafter make mistakes, commit acts, or otherwise fail to do things which may cause my death, injury, illness or loss of property or other serious harm; I am taking that risk; and if such should occur, it is my loss. I understand that this release and waiver releases CHAT, their agents and assignees from any liability in such loss and that I therefore cannot seek any damages, compensation or other remuneration from CHAT for that loss.

8. I acknowledge that I have completely read this document and that I have had an opportunity to discuss and negotiate the terms of this release.

9. I realize that this document is a release and waiver of my rights against CHAT and those of my spouse, children, assign, heirs and beneficiaries to any monetary entitlement in the event of my death, injury, illness, or any other detrimental occurrence.

10. I understand and intend by this document to release CHAT, their agents and assignees to the maximum extent possible under the law.

11. To the extent a dispute may arise in connection with this Consent, Release and Waiver of Liability, I agree to submit to the non-exclusive jurisdiction of the courts of Western Australia, Australia and Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts.

20 March 2023

Any queries, please email the CHAT Secretary: secretary@chatinc.org.au