

CUP OF EXCELLENCE ®

COFFEE COMPETITION JUDGE

VOLUNTEER RELEASE

This Release is executed in favor of the **Alliance for Coffee Excellence, Inc.** (hereinafter ACE), a non-profit corporation organized and existing under the laws of the State of Montana, USA, and its affiliated organizations, directors, officers, employees, and agents. ACE owns and operates the CUP OF EXCELLENCE® international coffee quality programs

I am interested in working as a volunteer for the ACE/CUP OF EXCELLENCE program as a Coffee Quality Judge, at coffee competitions and in other activities to assist ACE in their mission of discovery and promotion of the highest quality coffees. I understand this may include but is not limited to, traveling to and from other countries, traveling to and from cities and towns outside the USA, consuming the food and living in those accommodations available in the foreign country(ies) to which I am assigned, and working in cultures and with peoples whose living conditions, social practices and values, and even attitudes toward foreigners may be significantly different from those of my home country and culture.

I hereby freely and voluntarily, without duress, execute this Release under the following terms:

- 1. General Waiver and Release.** I release ACE, its affiliated organizations, directors, officers, employees, and agents, and its successors and assigns, from liability for circumstances which may result from my undertaking an assignment for ACE, whether such liability results from travel, from disease, consumption of food, or from civil unrest or otherwise, unless directly attributable to the gross negligence or the willful misconduct of ACE, its affiliated organizations, directors, officers, employees, or agents.

I understand and acknowledge that absent proof of legal responsibility to the contrary this Release discharges ACE from any liability or claim that I may have with respect to any bodily injury, personal injury, illness, death, monetary loss or property damage that may result from my volunteer assignment with ACE. I understand that ACE assumes no 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, monetary loss or property damage.

- 2. Accompanying Dependents/Companions.** I understand that ACE assumes no responsibility of any sort for any injuries suffered, or costs/damages incurred by any of my accompanying dependents/companions, regardless of the source of funding of their travel, living accommodations or other support during my assignment. I affirm that I have informed my accompanying dependents/companions of the fact that ACE assumes no responsibility for them if they choose to accompany me on my assignment. If the volunteer assignment is cancelled, ACE assumes no responsibility for any spousal travel costs.
- 3. Medical Treatment.** I hereby release ACE from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me or to my dependents/companions in connection with an emergency during my assignment with ACE.

4. **Assumption of Risk.** I understand that my volunteer assignment with ACE may include activities and circumstances that may be hazardous to me, including, but not limited to, international travel, local transportation in the country of my assignment, poor health conditions, inadequate medical treatment facilities and other inherent dangers. I recognize that I may be traveling to and from locations that pose risks from terrorism, war, insurrection, or criminal activities. I understand that I assume the risk of being taken hostage and held for payment of ransom.

I hereby expressly and specifically assume the risk of injury or harm in these circumstances and release ACE from all liability for injury, illness, death, monetary loss or property damage resulting from such circumstances during my assignment with ACE, whether suffered by me personally or by any of my accompanying dependents/companions.

5. **Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Montana in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Montana. 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.
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