

# VOLUNTEER RELEASE AND WAIVER OF LIABILITY

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This is a Release and Waiver of Liability (the "Release") executed on this date, \_\_\_\_\_,

by \_\_\_\_\_ (the "Volunteer"), and, if applicable, in conjunction with \_\_\_\_\_, (if applicable) the parent having legal custody or legal guardianship of the volunteer, in favor of Project Hope Alliance, Inc., a nonprofit corporation, their directors, officers, employees, and agents (collectively known as "PHA").

The Volunteer desires to work as a volunteer for PHA and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include working in the PHA office, working at special events and at a variety of event locations.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the terms below:

### 1. Release and Waiver

Volunteer does hereby release and forever discharge and hold harmless PHA and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with PHA.

Volunteer understands that this Release discharges PHA from any liability or claim that the Volunteer may have against PHA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with PHA, whether caused by the negligence of PHA or its officers, directors, employees, or agents or otherwise.

Volunteer also understands that PHA 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 or illness.

### 2. Medical Treatment

Volunteer does hereby release and forever discharge PHA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in conjunction with the Volunteer's Activities with PHA, or with the decision by any representative or agent of PHA to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

### 3. Assumption of Risk

The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, loading and unloading, and transportation to and from the events and work places. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases PHA from all liability for injury, illness, death or property damage resulting from volunteer activities.

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## 4. Insurance

The Volunteer understands that, except as otherwise agreed to by PHA in writing, PHA does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

## 5. Photographic Release

Volunteer does hereby grant and convey unto PHA all right, title and interest in any and all photographic images and video or audio recordings made by PHA during the Volunteer's Activities with PHA, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

## 6. Other

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws for the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the for the State of California. Volunteer agrees 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.

By signing below, the Volunteer and, if applicable, the parent/guardian, has read, understood, and executed this Release as of the date first above written.

**Volunteer Name:** \_\_\_\_\_

(signature)

**Parent/Guardian** (if applicable): \_\_\_\_\_

(signature)

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

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

**Home Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Contact person in case of emergency:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Volunteer Position:** \_\_\_\_\_ **Volunteer Term:** \_\_\_\_\_