**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

Important: Each volunteer must read and sign the “Release and Waiver of Liability” before volunteering to assist an event or program. Please complete this form and hand it to a staff member before you volunteer.

**Waiver of Liability**

# This Waiver of Liability (the “Waiver”) executed on this day of \_, 2016, by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Volunteer”) in favor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a 501(c)(3) nonprofit corporation organized and existing under the laws of the State of Texas, USA, and its directors, officers, employees, and agents (collectively, the “Nonprofit Organization” or “NPO”).

I, the Volunteer, desire to work as a volunteer for NPO and engage in the activities related to being a volunteer for a work project; and

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

1. **Waiver and Release.** I, the Volunteer, release and forever discharge and hold harmless NPO 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 with NPO.

I understand and acknowledge that this Waiver discharges NPO from any liability or claim that I, the Volunteer, may have against NPO with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation on the NPO work site. I also understand that NPO 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.

1. **Insurance.** I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of NPO beyond what may be offered freely by the representative of NPO in the event of such injury or medical expense.
2. **Medical Treatment.** I hereby release and forever discharge NPO 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 emergency during my time with NPO.
3. **Assumption of the Risk.** I understand that my time with NPO may include activities that may be hazardous to me, including, but not limited to: (i) loading and unloading of heavy equipment and materials, and local transportation to and from the classrooms or event sites; and (ii) event setup involving the movement of chairs, tables, signs and heavy sound/lighting equipment. I hereby expressly and specifically assume the risk of injury or harm in these activities and release NPO from all liability for injury, illness, death, or property damage resulting from the activities of my time with NPO.
4. **Photographic Release.** I grant and convey unto NPO all right, title, and interest in any and all photographic images and video or audio recordings made by NPO during my work for NPO, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
5. **Privacy:** I, the Volunteer, understand and agree not to disclose privately or publically any Private Information such as phone numbers, e-mail addresses, residential or work addresses, as well as any type of Media, including pictures, video and audio of individuals or families receiving assistance from NPO as well as other volunteers, myself or other staff members of NPO.
6. **Other.** I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Waiver 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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## Volunteer’s Signature Date

Print Volunteer’s Name

Street Address City State Zip code