

**HOPE ALIVE, INC.**

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

**VOLUNTEER RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_ (the "Volunteer") and \_\_\_\_\_ (the "Guardian", if Volunteer is a minor child) in favor of Hope Alive, Inc. , a 501(c)(3) nonprofit corporation, their directors, officers, employees, and agents (collectively, "Hope Alive, Inc.").

The Volunteer (and Guardian) desires to work as a volunteer for Hope Alive, Inc. and engage in the activities related to being a volunteer (the "Activities"). The Volunteer (and Guardian) understands that the Activities may include, but may not be limited to, cleaning, repairing, and renovating residential and agricultural buildings and outdoor areas at 17645 Harbaugh Valley Road in Sabillasville, Maryland. The Volunteer (and Guardian) hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Volunteer (and Guardian) does hereby release and forever discharge and hold harmless Hope Alive, Inc. 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 Volunteer's Activities with Hope Alive, Inc. Volunteer (and Guardian) understands that this Release discharges Hope Alive, Inc. from any liability or claim that the Volunteer (or Guardian) may have against Hope Alive, Inc. with respect to any bodily injury, personal injury, emotional distress, illness, death, or property damage that may result from Volunteer's Activities with Hope Alive, Inc., whether caused by the negligence of Hope Alive, Inc. or its officers, directors, employees, or agents or caused otherwise. Volunteer (and Guardian) also understands that Hope Alive, Inc. 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 to the Volunteer.

**Medical Treatment.** Volunteer (and Guardian) hereby grants to Hope Alive, Inc, while the Volunteer is engaged in activities for Hope Alive, Inc., the authority to consent to medical or dental treatment for the Volunteer. Volunteer (and Guardian) does hereby release and forever discharge Hope Alive, Inc. from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Hope Alive, Inc. or with the decision by any representative or agent of Hope Alive, Inc. to exercise the power to consent to medical or dental treatment for Volunteer, whether adult or minor.

**Assumption of Risk.** Volunteer (and Guardian) understands that the Activities include work that may be hazardous (that is, that can cause serious physical injury, death, or emotional distress) to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer (and Guardian) agrees to work with full knowledge of the dangers and potential injuries involved. Volunteer (and Guardian) hereby expressly and specifically assumes the risk of injury or harm and releases Hope Alive, Inc. from all liability for injury, emotional distress, illness, death, or property damage resulting from or arising out of the Activities and/or Volunteer's negligence. Volunteer (and Guardian) also agrees to indemnify Hope Alive, Inc. for any injuries they may cause to another's person or property while engaged in said Activities, including any and all damages that may be levied against Hope Alive, Inc. for such injuries and the costs of

defending against any claim or lawsuit for damages (which costs shall include, but not be limited to, reasonable attorneys' fees).

**Insurance.** Volunteer (and Guardian) understands that, except as otherwise agreed to by Hope Alive, Inc. in writing, Hope Alive, Inc. 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. The Volunteer expressly agrees that he/she is not an employee of Hope Alive, Inc. and acknowledges that he/she had been informed Hope Alive, Inc. does not carry workers' compensation insurance to cover injuries that may occur to the Volunteer.

**Photographic Release.** Volunteer (and Guardian) does hereby grant and convey unto Hope Alive, Inc. all right, title, and interest in and to any and all photographic images and video or audio recordings made by Hope Alive during the Volunteer's Activities with Hope Alive, Inc., including, but not limited to, any royalties, proceeds, the right of publication, or other benefits derived from such photographs or recordings.

**Other.** Volunteer (and Guardian) expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maryland, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland. Volunteer (and Guardian) agrees that if there is any dispute with Hope Alive, Inc., it will be resolved by binding arbitration in the State of Maryland, based upon the rules of the American Arbitration Association and Maryland law. Volunteer (and Guardian) 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. **Volunteer agrees that they have been afforded the opportunity, and encouraged, to consult the attorney or legal counsel of their own choosing before signing this Release.**

IN WITNESS WHEREOF, Volunteer (and Guardian) has/have executed this Release as of the day and year first above written.

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**Signature of Volunteer**

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**Signature of Parent Having Legal Custody  
and/or Legal Guardian (If Volunteer is a Minor)**

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**Age of Volunteer**

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**E-Mail**

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**Street Address**

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**City / State / ZIP**

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**Phone (H)/Phone (W)**

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**Signature of Witness**