## **RELEASE OF WAIVER AND LIABILITY**

This Release and Waiver of Liability (the "Release") is executed in favor of Westminster Home Connection, Westminster Presbyterian Church in Nashville, and the Presbyterian Church U.S.A., their directors, officers, staff, team members, volunteers, and agents ("Released Parties"). Volunteer understands and agrees that this Release is covers the current project and future projects involving the Released Parties and Activities. Volunteer agrees that clients served by Westminster Home Connection are included within the term Released Parties except in cases involving intentionally tortious acts by such clients that are directed at Volunteer. The undersigned Volunteer seeks to participate in charitable work managed by Westminster Home Connection. Volunteer understands that activities may include, but are not necessarily limited to: rehabilitating and repairing homes which may be in disrepair; organizing belongings; "de-cluttering" or so-called "hoarding" cleanup and/or organization; sorting; packing; moving; unpacking; being transported to and from work locations; and various other tasks relating to repair, organization, or moving of homes, belongings, or spaces (the "Activities"). In consideration of allowing the Volunteer to participate on behalf of Westminster Home Connection, the Volunteer voluntarily and without duress, executes this Release under the following terms:

- 1) Volunteer acknowledges that the Activities entail known and unanticipated risks that could result in physical or emotional injury, death, illness, or damage to Volunteer, to property and/or to third parties. Volunteer understands that the risks include, but are not limited to: potentially working in structurally unstable buildings; use of equipment or tools that can cause injury or death; falling off ladders or structures; the negligence or intentional harmful actions of other volunteers, home owners, or other third parties; exposure to environmental risks associated with structures and environments in various states of disrepair or clutter; exposure to clients' emotional struggles or hardships; injury or death from vehicle accidents travelling to and from work sites; theft of or damage to tools or other property; and/or other known or unanticipated risks or events that relate to the Activities or otherwise.
- 2) Volunteer accepts and assumes all of the risks of harm, injury, illness, death, and/or loss existing in the Activities whether such risks are known or unanticipated. Volunteer acknowledges that Volunteer's participation in the Activities is completely voluntary and Volunteer elects to participate in the Activities in spite of such risks.
- 3) Volunteer, on Volunteer's own behalf and on behalf of Volunteer's heirs, assigns, and successors, releases, forever discharges, and indemnifies the Released Parties and the Released Parties' 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 hereafter arise from Volunteer's participation in Westminster Home Connection's program and activities including, but not limited to, the Activities. Volunteer understands that this Release discharges all of the Released Parties from any liability or claim that the Volunteer may have against any of the Released Parties with respect to any bodily injury, personal injury, illness, death, property damage or loss, or any other damages that may result from Volunteer's participation in Westminster Home Connection's program and activities ("Released Claims"). Volunteer also understands that the Released Parties are not obligated to provide financial or other assistance, including, but not limited to, medical, health, or disability insurance to or on behalf of Volunteer.
- 4) Volunteer releases and forever discharges the Released Parties 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 participation in Westminster Home Connection's program and activities.

- 5) Volunteer understands that the Released Parties do not carry or maintain health, medical, or disability insurance coverage for any volunteer. Volunteer is encouraged to arrive with medical or health insurance coverage in effect if possible, and acknowledges that health, medical, or disability risks remain with Volunteer. In addition, Volunteer waives subrogation rights relating to the Released Claims to the maximum extent permitted by law.
- 6) Volunteer understands that, while participating in Westminster Home Connection including activities, Volunteer's likeness, voice, and/or image may be captured by photograph, video recording, audio recording, or other method and that such material will be owned by Westminster Home Connection and that all such material may be used by Westminster Home Connection in promotional material or otherwise as part of the organization's charitable activities.
- 7) Volunteer expressly agrees that this Release is to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. 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 the Release which shall continue to be enforceable.

By signing this document, Volunteer acknowledges that he or she is waiving his or her right to maintain a lawsuit or other action against the Released Parties on the basis of any claim for which Volunteer may have relating to Volunteer's participation in the Activities. Volunteer further acknowledges that he or she has had sufficient opportunity to read this entire document. Volunteer has read and understands the Release and Volunteer hereby agrees to be bound by it.

Volunteer (please print name	e):			Date:
	First	M Initial	Last	
Address:				
City:	_State:Zip:			
E-Mail Address:				
Phone (cell):	Phone (worl	x):		
Phone (home):				
Signature (Volunteer): Witness:				

## **Volunteer Age Demographics**

(The age demographic area will tell us statistics for our volunteers. This can be used for grant purposes as well as getting more volunteers of each age group to participate).

Please mark "X" under the age group that you fall under:

17 & under	18-29	30-39	40-49	50-59	60-69	70-79	80-89	90-100

## ADDITIONAL INDEMNIFICATION BY PARENTS OR GUARDIANS (Must be completed for participants under the age of 18 in addition to above)

In consideration of \_\_\_\_\_\_ (print minor's name)("Minor") being permitted by Westminster Home Connection and the Released Parties to participate in Westminster Home Connection's program activities, I further agree to indemnify and hold harmless the Released Parties from any and all claims including, but not limited to, any Released Claims which are brought by, or on behalf of Minor, and which are in any way connected with such participation by Minor.

Parent or Guardian:

Date: \_\_\_\_\_