

Transform Dallas Day VOLUNTEER RELEASE FORM

April 6th, 2019

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VOLUNTEER RELEASE AND WAIVER OF LIABILITY

1) Please read this carefully! This is a legal document that affects your legal rights!

I understand that Dallas Leadership Foundation and the Churches named below have brought together a group of volunteers to provide labor and materials for the performance of home rehabilitation, repair, painting, neighborhood cleanup, and similar activities, as well as for the enjoyment and participation in a neighborhood celebration in various neighborhoods in Dallas, Texas (all of these are referred to as "*Transform Dallas Day*").

I am signing this agreement (the "*Release*") on the date shown opposite my signature below in favor of the Dallas Leadership Foundation, a Texas nonprofit corporation ("*DLF*"), and each of the following churches: Fellowship Bible Church Dallas, Friendship-West Baptist Church, Highland Park Presbyterian Church, Oak Cliff Bible Fellowship, and Prestoncrest Church of Christ (collectively, the "*Churches*"), and the successors and assigns of DLF and each of the Churches, and the directors, officers, employees, and agents of each, and the owners of any property upon which I may be participating in any Transform Dallas Day activities (collectively "*Released Parties*"). I hereby freely and voluntarily execute this Release as a condition to being allowed to participate in the activities ("*Activities*") related to Transform Dallas Day.

Assumption of Risk: I understand that there is risk of injury, whether caused by me, the Released Parties or someone else, in participating in the Activities. I understand that by participating in the Activities, I may be engaging in activities or actions that may be hazardous to me, and that may involve risks and dangers (including, but not limited to, serious injury, permanent disability or death), that no amount of care, caution, instruction or expertise can eliminate.

Release and Waiver: In consideration of the opportunity to participate in the Activities, I hereby release and forever discharge and hold harmless the Released Parties 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 engaging in the Activities. *I hereby release and discharge the Released Parties from any liability or claim that I may have against them with respect to bodily or personal injury, illness, permanent disability, death, or property damage that may result from engaging in the Activities, whether caused by negligence or gross negligence, including, without limitation, the negligence or gross negligence of me, the Released Parties, or someone else.* I understand that the Released Parties do not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance in any event of injury or illness.

Medical Treatment: I hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, medical treatment, or medical services rendered in connection with my engaging in the Activities. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any incident/accident, illness or incapacity, regardless of whether I have otherwise authorized such expenses.

Covenant Not to Sue: I agree for myself and my heirs, executors, administrators and assigns, not to institute against the Released Parties any suit or action at law or otherwise, and not to initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, executors, administrators or assigns may have by reason of injury to me or my property arising from my engaging in the Activities.

Insurance: I understand that the Released Parties do not carry, maintain or provide any insurance, including, without limitation, health, medical, or disability insurance coverage for me or for any incident which may arise as a result of my participation in the Activities. I understand that I am expected and encouraged to obtain my own medical or health insurance coverage.

Photographic Release: I hereby grant and convey to the Released Parties all right, title, and interest in any and all photographic images and video or audio recordings made by the Released Parties during my participation in the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs and recordings.

Other: I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release shall be governed 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 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. I acknowledge and agree that the Activities are being performed on a voluntary basis, for my own benefit. I may, at any time, choose to discontinue the Activities.

I UNDERSTAND that this Release is a contract UNDER which I have released any and all Liability and claims against the Released Parties resulting from my participation in the Activities, including any Liability or claims caused by the negligence or gross negligence of the Released Parties, MYSELF or OTHERS.

I have read this Release carefully and fully understand its contents. I sign it voluntarily of my own free will. I certify that I am 18 years of age or older.

Printed Name _____ *Signature* _____ *Date* _____

Parent or Guardian Signature (if under 18) _____