

VOLUNTEER LIABILITY WAIVER

ADULT (AGES 18+)

Important: Each volunteer must sign the "Release and Waiver Liability" before participating in a Boerne Community Coalition Workday. Please complete this form and bring it with you before you begin work. Read this waiver very carefully before you sign. This waiver is applicable for one year from the date of signature.

WAIVER OF LIABILITY

This Waiver of Liability (the "Waiver") executed on this _____day of ______, 20____, by _____ (the "Volunteer") in favor of BOERNE COMMUNITY COALITION, a nonprofit corporation organized and existing under the laws of the State of Texas, USA, and their directors, officers, employees, and agents (collectively, "BCC").

I, the Volunteer, desire to work as a volunteer for Boerne Community Coalition and engage in the activities related to being a volunteer for a work project.

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 BCC 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 BCC.

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

2. Insurance. I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of BCC beyond what may be offered freely by the representative of BCC in the event of such injury or medical expense.

3. Medical Treatment. I hereby release and forever discharge BCC 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 BCC.

4. Assumption of the Risk. I understand that my time with BCC may include activities that may be hazardous to me, including but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the work sites. I hereby expressly and specifically assume the risk of injury or harm in these activities and release BCC from all liability for injury, illness, death, or property damage resulting from the activities of my time with BCC.

5. Photographic Release. I grant and convey unto BCC all right, title, and interest in any and all photographic images and video or audio recordings made by BCC during my work for BCC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

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.

Name of Volunteer (print)

Date

Signature of Volunteer

Organization (if applicable)