



## Volunteer Release and Waiver of Liability

This Release and Waiver of Liability (the "release") is executed by \_\_\_\_\_ ("Volunteer") and Minuteman Disaster Response. Minuteman Disaster Response has invited Volunteer to join Minuteman Disaster Response as a volunteer and Volunteer has agreed to join MDR as a volunteer. To provide volunteer services for Minuteman Disaster Response and engage in activities related to serving as a volunteer with Minuteman Disaster Response.

In consideration of the mutual agreements and covenants by and between Minuteman Disaster Response and Volunteer set forth in this agreement, the receipt of which is acknowledged by the parties, Volunteer agrees to release Minuteman Disaster Response, a nonprofit corporation organized and existing under the laws of the State of Texas and each of its directors, officers, employees, and agents ("MDR") according to the terms set forth below.

Volunteer understands that the scope of Volunteer's relationship with MDR is not as an employee but is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that MDR will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to MDR.

**Waiver and Release:** I, the Volunteer, release and forever discharge and hold harmless MDR 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 involvement with MDR or the services I provide to MDR. I understand and acknowledge that this Release discharges MDR from any liability or claim that I may have against MDR with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to or activities I may engage in or on behalf of MDR or occurring while I am providing volunteer services.

**Insurance:** I, the Volunteer, understand that MDR does not provide or assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of MDR beyond what may be offered freely by MDR in the event of such injury or medical expenses incurred by me.

**Medical Treatment:** I the Volunteer, hereby release and forever discharge MDR from any claim whatsoever which arises or may hereafter arise from any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with MDR.

**Assumption of Risk:** I the Volunteer, understand that the services I provide to MDR may include activities that may be hazardous to me including, but not limited to: exposure to hazardous debris, animal attacks and other perils associated with a disaster scene. I hereby expressly assume the risk of injury or harm from these activities and release MDR from all liability for injury, illness, death or property damage resulting from the services I provide as a volunteer or occurring while I am providing volunteer services.

**Photographic Release:** I the Volunteer, grant and convey to MDR all right, title, and interests in any and all photographs, images, video or audio recordings of me or my likeness or voice made by MDR or its affiliates in connection with my providing volunteer services to MDR. 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 by

and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

I have had the opportunity to have a lawyer review this agreement and the parties acknowledge that neither party nor their agents, employees, or representatives have made any representations or promises with respect to the terms of this agreement, except as expressly set forth in the agreement. The agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and no later amendment or agreement shall be binding upon either party unless it is in writing and signed by each party. Each of us is relying on his judgment in signing this agreement.

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Printed Name

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Signature

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Date