

RELEASE AND WAIVER OF LIABILITY AGREEMENT

MINUTEMAN DISASTER RESPONSE

Minuteman Disaster Response Foundation, Inc., a Texas non-profit corporation (“MDR”), is a volunteer disaster response organization that provides life-saving services at disaster scenes by providing trained, equipped, self-contained task forces and strike teams to assist in search and rescue, emergency medical operations, disaster scene management, and emergency communications. MDR accepts volunteers to help with these disaster scene services and, in some cases, provides training to volunteers to assist the volunteers with the disaster relief services that are provided at disaster scenes for MDR. Volunteer activities include, but are not limited to, high risk activities that include but are not limited to, tracking storms, flying drones, operating chainsaws, operating heavy equipment, swift water rescue, working around collapsed or heavily damaged structures/homes, working in areas that have been flooded and could have debris or loose tree limbs hanging down, and any training MDR may provide the volunteer to conduct these activities and services (collectively, the activities and training are the “Disaster Relief Activities”).

I hereby acknowledge that I have voluntarily applied to engage in Disaster Relief Activities and other activities on behalf of MDR at disaster scenes.

I ACKNOWLEDGE AND UNDERSTAND THAT DISASTER RELIEF ACTIVITIES ARE INHERENTLY HAZARDOUS and involve both known and unanticipated risks which could result in physical or emotional injury, including paralysis or death, of myself or of other persons. The risks include, but are not limited to: being physically or emotionally injured or contracting one or more illnesses; partial or total loss of eyesight or hearing; inhalation of or other harmful contact with chemical or other contaminants; and being struck by flying or falling objects. **I understand that such risks cannot be eliminated without compromising the essential qualities of Disaster Relief Activities.**

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature of Disaster Relief Activities are such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in Disaster Relief Activities and in engaging in or observing any activities of any kind whatsoever while undertaking the Disaster Relief Activities. The hazards include, but are not limited to: slippery, loose or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads; poisonous or dangerous plants, reptiles, insects and other animals; and falling trees and tree branches. **I understand that such hazards and risks cannot be eliminated while undertaking the Disaster Relief Activities.**

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT MDR has no duty to undertake first-aid or rescue operations or procedures in the event any such physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT MDR makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any equipment, including, but not limited to: chainsaws, heavy equipment, drones, eye/hearing protection, and first-aid supplies.

As lawful consideration for being permitted by MDR to volunteer to assist MDR in providing the Disaster Relief Activities, I agree as follows:

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS INVOLVED IN PARTICIPATING IN THE DISASTER RELIEF ACTIVITIES AND ANY RISKS EXISTING AT THE DISASTER SCENE.

I AGREE to abide by all MDR rules existing now or later created.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE MDR (I understand that “MDR” includes any and all officers, directors, attorneys, agents, employees, contractors, volunteers, and affiliated individuals or organizations of MDR) from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I, my next of kin, heirs, guardians, representatives or assigns may have for property damage, personal injury or death resulting from me engaging in the Disaster Relief Activities, **even if such claims, demands, damages, expenses, causes of action, attachments of property, or**

liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by MDR.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS MDR from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, including reasonable attorneys' fees and costs, that I, my next of kin, heirs, guardians, representatives or assigns, my Guests, or anyone else, may have for property damage, personal injury or death, whether suffered by me, or by anyone else, resulting from me engaging in the Disaster Relief Activities, using MDR equipment, or engaging in or observing and other related activities, **even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by MDR.**

I ACKNOWLEDGE AND AGREE that this Agreement shall be governed by the laws of the State of Texas, and any legal action arising out of my participation in any Activity, or any litigation relating to the enforcement of this Agreement shall be commenced exclusively in Collin County, Texas.

I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision or portion is held to be invalid, void or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect.

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after and shall be applicable to each and every occasion that I engage in any Disaster Relief Activities, use of MDR equipment or engage in or observe and other related activities.

I FURTHER ACKNOWLEDGE AND AGREE, and do hereby 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 have carefully read this "Release and Waiver of Liability Agreement" and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the Owner.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE MDR AND THAT I AM RELEASING AND HOLDING HARMLESS MDR OF ALL LIABILITY.

Signature: _____

Name: _____