

RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS

(* we actually do have liability on volunteers - am upgrading that insurance presently - however - & I can check with insurance agent tomorrow - it is best not to publicise that we have insurance on them. . . ????)

Name: _____ Age Cat: >18, 18-21, 22-55, 55+ (circle)

Address: _____

E-mail/Phone: _____ - _____

This Release and Waiver of Liability, (the "Release") executed on this ___ day of _____, 20__, by _____, the Volunteer, in favor of Fairbanks Youth Advocates, a not-for-profit agency, their directors, officers, employees and agents.

The Volunteer desires to serve as a volunteer for Fairbanks Youth Advocates and engage in activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include, but are not limited to, organizing, cleaning, preparing meals, performing yard maintenance, remodeling, repair and upkeep of buildings, moving household furnishings and fixtures, loading and unloading supplies, interacting with clients, and providing clerical support for Fairbanks Youth Advocates. The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. RELEASE AND WAIVER: Volunteer, for him/herself and his or her legal representatives, spouse, heirs and assigns, does hereby release and forever discharge and hold harmless Fairbanks Youth Advocates and its officers, directors, trustees, employees, agents, insurers and representatives, successors and assigns from any and all liability claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Fairbanks Youth Advocates.

Volunteer understands that this Release discharges Fairbanks Youth Advocates from any liability or claim that the Volunteer may have against Fairbanks Youth Advocates with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Fairbanks Youth Advocates, whether caused by the negligence of Fairbanks Youth Advocates or its officers, directors, employees, or agents or otherwise. Volunteer covenants not to bring any action against Fairbanks Youth Advocates for any such injury or damage. Volunteer also understands that Fairbanks Youth Advocates does not assume any responsibility for or obligation to provide financial or other assistance including but not limited to medical, health or disability insurance in the event of injury or illness. **Initial**

2. MEDICAL TREATMENT: Volunteer does hereby release and forever discharges Fairbanks Youth Advocates 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 Activities with Fairbanks Youth Advocates. Volunteer authorizes Fairbanks Youth Advocates to act, in its best judgment, on Volunteer's behalf in case of an emergency and no next of kin can be contacted.

3. ASSUMPTION OF THE RISK: The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, organizing, cleaning, preparing meals, performing yard maintenance, remodeling and rehabilitation of buildings, moving household furnishings and fixtures, loading and unloading supplies, interacting with clients and providing clerical support for Fairbanks Youth Advocates. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Fairbanks Youth Advocates from all liability for injury, illness, death, or property damage resulting from Activities.

4. VOLUNTARY SERVICE: Volunteer understands and acknowledges that he/she may decline any volunteer role or position at any time if he/she feels such role or position presents a risk to health or safety or for any other reason. Volunteer agrees to advise Fairbanks Youth Advocates of any preexisting conditions that would preclude involvement in any activity.

5. INSURANCE: The Volunteer understands that, except as otherwise agreed upon by Fairbanks Youth Advocates in writing, Fairbanks Youth Advocates does not carry or maintain health, medical, disability or Worker's Compensation insurance coverage for any volunteer.

6. OTHER: Volunteer expressly agrees that this form (Release) is intended to be as broad and inclusive as permitted by the laws of the State of Alaska, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Alaska. 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 this Release which will continue to be enforceable. Volunteer represents that he/she is 18 years of age or older, or their parent or legal guardian gives permission and release.

7. PHOTOGRAPHIC RELEASE: Volunteer does hereby grant and convey unto Fairbanks Youth Advocates all right, title and interest in any and all photographic images and video or audio recordings made by Fairbanks Youth Advocates during the Volunteer's Activities with Fairbanks Youth Advocates, including, but not limited to, any donations, proceeds, or other benefits derived from such photographs or recordings.

IN WITNESS WHEREOF, Volunteer has executed this Release as to the day and year first written.

Volunteer Signature: _____

Parent Signature (if volunteer is under 18) _____