



**DAY OF CARING
VOLUNTEER RELEASE AND WAIVER OF LIABILITY**

This **Day of Caring Volunteer Release and Waiver of Liability** (the “Release”) is executed on this date _____, by _____(the “Volunteer”), in favor of the United Way of Greater Baytown Area & Chambers County, a Texas non-profit corporation, its officers, directors, employees, agents, donors, volunteers, member agencies and any other organization, corporation, entity, or resident with which United Way partners to produce a project as part of the Day of Caring (collectively the “United Way”). The Volunteer desires to work as a volunteer for United Way and is aware of the wide range of activities associated with volunteering for the Day of Caring (“Day of Caring”) and has made a voluntary choice to engage in these activities. The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **Waiver and Release.** In consideration of being permitted to participate in the Day of Caring, Volunteer agrees to release and forever discharge and hold harmless the United Way, its successors and assigns, collectively or individually, 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 Volunteer’s work as part of the Day of Caring. This includes all work done virtually, or being undertaken at any project site including but not limited to, United Way member agencies, other non-profit organizations, residents who are having work undertaken at their private homes, and any other party having a legal interest in the property on which Day of Caring projects/events take place. Volunteer acknowledges that this Release forever discharges United Way from any and all liability, claim or cause of action that the Volunteer may have against United Way with respect to any bodily injury, personal injury, illness, loss, death or damage to personal property that may result directly or indirectly from Volunteer’s work relating to the Day of Caring. Volunteer also acknowledges that United Way does not assume any responsibility for or obligation to provide financial assistance or any other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness to the Volunteer arising from the Day of Caring. **Volunteer’s Initials:** _____
2. **Medical Treatment.** Except as otherwise agreed to by United Way in writing, Volunteer does hereby release and forever discharge United Way from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, medical care or service rendered in connection with the Volunteer’s work relating to the Day of Caring. **Volunteer’s Initials:** _____
3. **Assumption of Risk.** The Volunteer acknowledges that the work undertaken as part of the Day of Caring may include activities that may be hazardous to the Volunteer. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases United Way from any and all liability for injury, illness, death or property damage resulting from the Volunteer’s activities relating to the Day of Caring. **Volunteer’s Initials:** _____
4. **Insurance.** The Volunteer acknowledges that United Way does not carry or maintain health, medical or disability insurance coverage for any volunteer. EACH VOLUNTEER IS ENCOURAGED TO OBTAIN HIS

OR HER OWN MEDICAL AND/OR HEALTH INSURANCE COVERAGE. **Volunteer's Initials:** _____

5. **Photographic Release.** Volunteer agrees to and permits United Way to take photographic images and video and audio recordings of him/her during his/her work relating to the Day of Caring. Volunteer also grants and conveys to United Way all rights, titles and interests in said photographic images and video and audio recordings, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. Volunteer further consents to and authorizes United Way to use and reproduce said photographic images, video and audio recordings and to circulate and publicize the same by all means, including but not limited to, newspapers and other print media, television media, brochures, pamphlets, marketing materials and websites. **Volunteer's Initials:** _____
6. **Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted under the laws of the State of Texas, and this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. 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 shall continue to be in full force and effect. **Volunteer's Initials:** _____
7. **Effective Date.** This Release shall be effective immediately upon execution and shall cover any and all work Volunteer performs before, during and after the annual Day of Caring, in relation to their assigned project and the Day of Caring. **Volunteer's Initials:** _____

I hereby waive all claims for damage or loss to my person or property which may be caused by any act or failure to act of the United Way of Greater Baytown Area & Chambers County, its officers, agents or employees or any of the United Way affiliated agencies, its officers, agent or employees. I assume the risk of all dangerous conditions in and about property where I am doing volunteer service and waive any and all specific notice of the existence of such condition.

Please Complete In Full:

Volunteer's Contact

Print Name _____

Volunteer's Home Address _____

Employer _____

Preferred EMAIL _____ Preferred Phone # _____

Be sure you can receive emails from UW at this email address.

Emergency Contact

Name _____ Phone _____

Volunteer's Signature _____ Today's Date _____