

## **Release and Waiver of Liability**

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of San Antonio African American Community Archive and Museum, a non-profit corporation in San Antonio, Texas, their directors, officers, employees, and agents (collectively, "SAAACAM").

The Volunteer desires to work as a volunteer for SAAACAM and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities include outdoor ground work (cutting, piling, loading, ground clearing, flagging, collecting debris, moving collected debris to staging locations for leading to trucks/trailers. Some of this work is designated for adults only.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver:** Volunteer does hereby release and forever discharge and hold harmless SAAACAM 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 Volunteer's Activities with SAAACAM.

Volunteer understands that this Release discharges SAAACAM from any liability or claim that the Volunteer may have against SAAACAM with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities, whether caused by the negligence of SAAACAM or its officers, directors, employees, or agents or otherwise. Volunteer also understands that SAAACAM 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 or illness.

**Medical Treatment:** Volunteer does hereby release and forever discharge SAAACAM 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 SAAACAM.

**Assumption of the Risk:** The Volunteer understands that the Activities includes work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases SAAACAM from all liability for injury, illness, death, or property damage resulting from the Activities.

Thank you for supporting SAAACAM. We greatly appreciate your assistance and commitment to building a better community. Our insurance policy requires that we have an accurate record of all Volunteers. This is an annual form in which you agree to release SAAACAM of all liability while participating in our Activities. This form is in effect for one year from the signing date.

Insurance: The Volunteer understands that, except as otherwise agreed to by SAAACAM in writing, SAAACAM does not carry or maintain health, medical, or disability insurance for any Volunteer.

Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

Photographic Release: Volunteer does hereby grant and convey unto SAAACAM all rights, title, and interest in any and all photographic images and video or audio recordings made by SAAACAM during the Volunteer's Activities with SAAACAM, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other: Volunteer expressly agrees 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. 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 enforceable.

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

Volunteer Name (Please Print): \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Volunteer Address: \_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Group/Organization (if applicable): \_\_\_\_\_

**\*\*\*\*\* If the volunteer is under the age of 18 a parent or legal guardian must sign.\*\*\*\*\***

Parent Signature: \_\_\_\_\_ (if 18 or under)

In case of emergency, please contact:

Name: \_\_\_\_\_

Relation: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_