

RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver form of Liability (the "Release") on this _____ day of _____ 20____, by _____ (the "Volunteer") in favor of the 'Veteran Transition Center, a Non-Profit Veteran Agency, their directors, employees and board members collectively.

The Volunteer desires to work as a volunteer for the 2018 Veteran Stand Down Event, in conjunction with the Veteran Transition Center in the activities related to be a volunteer. The Volunteer understands that the activities include, forklifting as a certified operator, clerical tasks and physical labor that includes lifting of up to 50 pounds.

The volunteer hereby freely, voluntarily executes this Release under the following terms:

RELEASE AND WAIVER. Volunteer does hereby release and forever discharge and hold harmless the Veteran Transition Center and its successors and associates and assigns from any liability, claims and demands of whatever kind or nature, either in law or equity, which arise or may hereafter arise from Volunteer activities within the 2018 Monterey County Veteran Stand Down.

Volunteer understands that this Release discharges the Veteran Transition Center from any liability or claim that the Volunteer may have against the Agency with respect to any bodily injury, personal injury, illness, death, or property damage that may result may result from Volunteer's activities with Veteran Transition Center, whether caused by negligence of the Veteran Transition Center or its associates, directors and employees or otherwise. Volunteer also understands that the Veteran Transition Center 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 the Veteran Transition Center from any claim whatsoever which arises or may hereafter arise on the account on any first aid, treatment or service rendered relating to the Volunteer's activities.

ASSUMPTION ON THE RISK: The Volunteer understands that the Activities include work that may be hazardous to the Volunteer including but not limiting to, heavy lifting and challenging physical labor.

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

INSURANCE. The Volunteer understands that, except as otherwise agreed to by the Veteran Transition Center in writing. The Veteran Transition Center does not carry or maintain health, medical or disability

insurance coverage 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 the Veteran Transition Center all right, title and interest in any and all photographic images and video or audio recordings made by the Veteran Transition Center during the Volunteer's Activities, including but not limiting 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 laws of the state of California, and that this Release shall be governed by and interpreted in accordance with the laws of the state of California. Volunteer agrees that if 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.

Witness: _____

Volunteer: _____

Address: _____

Phone: _____

Business: _____