

RELEASE AND WAIVER OF LIABILITY FOR PARTICIPANTS

Name:

Address:

E-mail/Phone:

This Release and Waiver of Liability, (the "Release") executed on this ___ day of _____, 201___, by _____, the Participant, in favor of *i'mME*, their directors, officers, employees and agents.

The Participant desires to work as a volunteer for *i'mME* and engage in activities related to being a participant (the "Activities"). The Participant understands that the Activities may include, but are not limited to, organizing, cleaning, preparing meals, performing yard maintenance, remodeling, repair and up keep of buildings, moving household furnishings and fixtures, loading and unloading supplies, interacting with children and being exposed to the tropical elements of Haiti. The Participant does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **RELEASE AND WAIVER:** Participant, for him/herself and his or her legal representatives, spouse, heirs and assigns, does hereby release and forever discharge and hold harmless *i'mME* 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 Participant's Activities with *i'mME*.

Participant understands that this Release discharges *i'mME* from any liability or claim that the Participant may have against *i'mME*, with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with *i'mME*, whether caused by the negligence of *i'mME* or its officers, directors, employees, or agents or otherwise. Participant covenants not to bring any action against *i'mME* for any such injury or damage. Participant also understands that *i'mME* 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.

2. **MEDICAL TREATMENT:** Participant does hereby release and forever discharges *i'mME* from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with *i'mME*. Participant authorizes *i'mME* to act, in its best judgment, on Participant's behalf in case of an emergency.

Initial _____

3. **ASSUMPTION OF THE RISK:** The Participant understands that the Activities may include work that may be hazardous to the Participant, 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 children and being exposed to the tropical elements of Haiti.

Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases *i'mME* from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **VOLUNTARY SERVICE:** Participant 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. Participant agrees to advise *i'mME* of any preexisting conditions that would preclude involvement in any activity.

5. **INSURANCE:** The Participant understands that, except as otherwise agreed upon by *i'mME* in writing, *i'mME* does not carry or maintain health, medical, disability or Workers Compensation insurance coverage for any volunteer.

6. **OTHER:** Participant expressly agrees that the 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. Participant 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. Participant represents that he/she is 18 years of age or older, or has written consent from their parent/legal guardian.

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

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

Participant Signature: _____

Parent or Legal Guardian Signature: _____