Volunteer Release and Waiver Liability Agreement

This Volunteer Release and Waiver of Liability (“Agreement”) is given on the date signed below by the undersigned (“Participant”) in favor of Autism Society, Tidewater Virginia, and its directors, officers, employees and agents, and the heirs, executors, personal representatives, and successors and assigns of each of them (“Autism Society, Tidewater Virginia Parties”) (each a “Party” and collectively the “Parties”).

Participant desires to participate, on a voluntary basis, in service projects conducted or sponsored by, or otherwise affiliated, with Autism Society, Tidewater Virginia. (“Projects”).

In consideration of the opportunity to participate in Projects, Participant hereby agrees as follows:

1. Voluntary Participation. Participant acknowledges and agrees that his/her participation in Projects is voluntary and is not requested or required by Autism Society, Tidewater Virginia. Participant further acknowledges and agrees that he/she will not be paid for his/her services and he/she will not be covered by any medical or other insurance coverage carried by Autism Society, Tidewater Virginia, nor will Participant be eligible for any worker’s compensation benefits. Additionally, Participant acknowledges and agrees that his/her participation in Projects may be terminated at any time in the sole discretion of Autism Society, Tidewater Virginia.

2. Hazard and Risk Factors. Participant hereby acknowledges and agrees that there are inherent risks and hazards in participating in Projects that can cause injury, damage, death or other loss. The Projects include activities that may be hazardous to Participant, including, but not limited to, construction and repair, painting, sanding painted surfaces, moving of furniture and appliances, loading and unloading of construction supplies and equipment, trash removal, use of tools and equipment, and transportation to and from work sites.

3. Assumption of Risks. Participant voluntarily and personally assumes all risks that may arise out of, or result from, participation in Projects whether such risks are known or unknown, foreseen or unforeseen, disclosed or undisclosed, including but not limited to those risks described above. It is Participant's intention that this Agreement be construed as broadly as possible and in favor of Autism Society, Tidewater Virginia and the Autism Society, Tidewater Virginia Parties. Participant understands that he/she has a duty to exercise reasonable care for his/her own safety, andParticipant agrees to do so. Such reasonable care includes, but is not limited to, using proper safety equipment and operating power tools and other equipment in accordance with manufacturer’s instructions.

4. Wavier and Release of Liability; Covenant Not to Sue. Participant, and Participant's assignees, heirs, guardians, and legal representatives, hereby covenant not to sue, waive, release, and discharge Autism Society, Tidewater Virginia and Autism Society, Tidewater Virginia Parties from any and all liability, claims, and demands of whatever kind or nature, either at law or in equity, which arise or may hereafter arise from Participant's participation in Projects, including without limitation, any injury, loss, or death arising out of, or as a result of, Participant traveling to or from and working on, about or around a home involved in Projects.

Without limiting the generality of the foregoing, Participant acknowledges and agrees that this Agreement discharges persons or entities referred to herein from any liability or claim that Participant may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's activities with respect to Projects, whether caused by the negligence of Autism Society, Tidewater Virginia or Autism Society, Tidewater Virginia Parties or otherwise. Participant also acknowledges and agrees that Autism Society, Tidewater Virginia and Autism Society, Tidewater Virginia Parties do not assume any responsibility for or obligation to provide financial assistance or any other assistance in the event of injury or illness.

5. Indemnification. I agree to indemnify, defend, and hold harmless Autism Society, Tidewater Virginia and Autism Society, Tidewater Virginia Parties from any and all claims, injuries, causes of action, suits, liability, losses or expenses (including attorneys' fees) arising from or in any way connected with Participant's participation in Projects.

whatsoever which arises on account of any first aid, treatment, or service rendered in connection with Participant's participation in Projects.

7. Insurance. Participant acknowledges and understands that Autism Society, Tidewater Virginia does not carry or maintain health, medical, or disability insurance for the benefit of Participant. Participant understands that it is strongly encouraged that Participant have adequate medical or health insurance coverage in effect before participating in Projects.

8. Media/Photographic Release. Participant hereby grants and conveys unto Autism Society, Tidewater Virginia and Autism Society, Tidewater Virginia Parties all rights, title, and interest in any and all photographic images and video or audio recordings made by Autism Society, Tidewater Virginia and/or Autism Society, Tidewater Virginia Parties during Participant's activities in Projects, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

9. Acknowledgment. Participant has carefully read this Agreement in its entirety, fully understands its contents, and agrees to the terms and conditions of this Agreement on behalf of his or herself, his or her assigns, heirs, guardians, and legal representatives. This document constitutes the final and entire agreement between Autism Society, Tidewater Virginia and Autism Society, Tidewater Virginia Parties, and Participant. There are no warranties or promises express or implied, which extend beyond the description of the activities listed in this Agreement. This is a complete release of liability and a legally binding contract. This Agreement is to be construed as broadly as possible. Participant signs this Agreement of his/her own free will and agrees to be bound by it, from the date of his/her signature, forever into the future.

10. Miscellaneous. This Agreement shall be construed, enforced in accordance with, and governed by the laws of the State of Virginia, notwithstanding any conflict of law doctrine in the country. If any portion of this Agreement shall be invalid, void, voidable or unenforceable, such invalidity or unenforceability shall in no way affect the validity or enforceability of any other portion hereof.

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Signature of Participant (IF OVER AGE 18)  Date Signed

Print Name Date of Birth

____________________________________
Email

Signature of Parent or Guardian Required for Participants Under the Age of 18

As the parent or guardian of the minor child named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, my child, and our respective assignees, heirs, guardians, and legal representatives. By affixing my signature below I represent that I intend to give up my right, the right of my child, and the right of any other parent or guardian of my child to maintain any claim or suit against Autism Society, Tidewater Virginia or Autism Society, Tidewater Virginia Parties out of my child's participation in any activities involving Autism Society, Tidewater Virginia or Autism Society, Tidewater Virginia Parties in any way. I further agree to hold harmless, defend, and indemnify the Autism Society, Tidewater Virginia and Autism Society, Tidewater Virginia Parties of and from any claims from third parties arising from my child's participation in any activities affiliated with Autism Society, Tidewater Virginia or Autism Society, Tidewater Virginia Parties.

____________________  ________________
Signature of Parent or Guardian  Date Signed

Print Name of Parent or Guardian

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Participant's Name (Please Print) Date of Birth