

Christian Youth In Action, Inc.

P.O. Box 5125, Vienna, WV 26105

(p)304-916-0702

Release and Waiver of Liability for Volunteer

Volunteer's Name: _____ **Today's Date:** _____

This Release and Waiver of Liability (the "Release"), executed on this ____ day of _____, 20____ (____/____/____), by _____, (the "Volunteer") and _____, the parent or guardian having legal custody, if applicable, (the "Guardian") in favor of **Christian Youth In Action, Inc.**, a West Virginia nonprofit corporation, its directors, officers, employees, agents, and other volunteers (collectively "**Christian**"), indicates and declares that the Volunteer and Guardian desire that the Volunteer participate and work in Christian's home painting program, and the activities related to such work. The Volunteer and Guardian understand that the activities may include, but are not limited to, painting and rehabilitating residential buildings, being transported to and from work locations, consuming food and utilizing living accommodations donated for the work.

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

1. Waiver and Release: Volunteer and Guardian hereby release and forever discharge and hold harmless Christian 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 participation in Christian's home painting program.

Volunteer and Guardian understand that this Release discharges Christian from any liability or claim that the Volunteer or Guardian may have against Christian with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in Christian's home painting program. Volunteer and Guardian also understand that Christian does not assume responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance.

2. Medical Treatment: Volunteer and Guardian hereby release and forever discharge Christian from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connections with the Volunteers' participation in Christian's house painting program.

3. Assumption of Risk: The Volunteer and Guardian understand that the Christian program may include activities that may be hazardous to the Volunteer and that the food, accommodations, and medical facilities may be donated to Christian and beyond its control. Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these activities and release Christian from all liability for injury, illness, death, or property damage resulting from Volunteer's participation in Christian's house painting program.

4. Insurance: The Volunteer and Guardian understand that Christian does not carry or maintain health, medical, or disability coverage for any Volunteer. Each Volunteer is required to arrive with medical or health insurance coverage in effect.

5. Photographic Release: Volunteer and Guardian hereby grant and convey unto Christian all right, title, and interest in any and all photographic images and video or audio recordings made by Christian during Christian's home painting program, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. Other: Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of West Virginia. 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.

Volunteer has executed this Release as of the day and year first above written.

Volunteer Signature

Guardian Signature

Print Volunteer Name

Print Guardian Name