



RELEASE AND WAIVER OF LIABILITY FOR Volunteers

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This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 20__, by _____, (the "Volunteer"), in favor of The Arc of Bartholomew County, a nonprofit organization corporation, their directors, officers, employees, and agents.

I, the Volunteer, desire to work as a volunteer for The Arc of Bartholomew County and engage in the activities related to being a volunteer ("Activities"). In consideration of being allowed to participate in The Arc of Bartholomew County, I, the Volunteer, hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver: I, the Volunteer, do hereby release and forever discharge and hold harmless The Arc of Bartholomew County 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 my Activities with The Arc of Bartholomew County, and further agree to indemnify The Arc of Bartholomew County for any claims related to the same.

I, the Volunteer, understand and acknowledge that this Release discharges The Arc of Bartholomew County from any liability or claim that I may have against The Arc of Bartholomew County with respect to bodily injury, personal injury, illness, death, or property damage that may result from my Activities with The Arc of Bartholomew County, whether caused by the negligence of The Arc of Bartholomew County or its officers, directors, employees, or agents or otherwise. I also understand that The Arc of Bartholomew County 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.

Photographic Release: I, the Volunteer, do hereby grant and convey unto The Arc of Bartholomew County all right, title and interest in any and all photographic images and video or audio recordings made by The Arc of Bartholomew County during Activities with The Arc of Bartholomew County, including, but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

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

Please indicate your understanding of and agreement with the following statements by writing your initials on the line preceding each statement:

_____ I will abide by all safety instructions and information provided to me by staff before and during all The Arc of Bartholomew County activities.

_____ I have no known physical or mental condition that would impair my capability to participate fully, as intended or expected of me.

I have carefully read the foregoing release and waiver of liability and understand the contents thereof.

Volunteer: Name: (*printed clearly*) _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone: (H) _____ (Cell) _____ (W) _____

E-mail: _____

Signature: _____ Date: _____

Emergency Contact:

Name: _____

Relationship to you: _____

Phone: _____