

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability is executed this _____ day of _____, 2010, by _____ (the "volunteer") in favor of United Way of Volusia-Flagler Counties, Inc. and its directors, officers, employees, and agents.

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

1. **Waiver and Release** – I hereby release and forever discharge and hold harmless United Way of Volusia-Flagler Counties, Inc. and its successors and assigns from any and all liability, which may hereafter arise from my participation with United Way of Volusia-Flagler Counties, Inc. and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with United Way of Volusia-Flagler Counties, Inc..

I understand and acknowledge that this Release discharges United Way of Volusia-Flagler Counties, Inc. from any liability or claim that I may have against United Way of Volusia-Flagler Counties, Inc., with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that United Way of Volusia-Flagler Counties, Inc. does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

2. **Insurance** – I understand that United Way of Volusia-Flagler Counties, Inc. may elect to provide group accident or other liability insurance for the benefit of its volunteers. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, United Way of Volusia-Flagler Counties, Inc. does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its volunteers, and expressly disclaims any responsibility or obligation to do so. AS A VOLUNTEER, I AM EXPECTED AND ENCOURAGED BY United Way of Volusia-Flagler Counties, Inc. TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY OWN BENEFIT.
3. **Medical Treatment** – Except as otherwise agreed to by United Way of Volusia-Flagler Counties, Inc. in writing, I hereby release and forever discharge United Way of Volusia-Flagler Counties, Inc. from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with United Way of Volusia-Flagler Counties, Inc. and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with United Way of Volusia-Flagler Counties, Inc..
4. **Assumption of Risk** – I understand that my participation with United Way of Volusia-Flagler Counties, Inc. and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with United Way of Volusia-Flagler Counties, Inc. may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently

dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release United Way of Volusia-Flagler Counties, Inc. from all liability for injury, illness, death, and/or property damage that may result.

5. **Photography/Audio Release** – I do hereby grant and convey unto United Way of Volusia-Flagler Counties, Inc. all rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf of United Way of Volusia-Flagler Counties, Inc., or made with its consent, during my participation in any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with United Way of Volusia-Flagler Counties, Inc., including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Other** – I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city, and/or township. 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.

By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions.

Signature of Participant

Date

Signature of parent or guardian (if volunteer is a minor)

Date

Witness

Date