



VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This is a Release and Waiver of Liability (the “**Release**”) executed on this date, _____, by _____ (the “**Volunteer**”), and, if applicable, in conjunction with _____, (if applicable) the parent having legal custody or legal guardianship of the volunteer, in favor of United Way of the Texas Gulf Coast, a nonprofit corporation, and Target Hunger, a Texas nonprofit corporation, their directors, officers, employees, agents attorneys, affiliates, and its successors and assigns (collectively known as “**Target Hunger**”).

The Volunteer desires to work as a volunteer for Target Hunger and engage in the activities related to being a volunteer (the “Activities”). The Volunteer understands that the Activities may include continuous lifting, cleaning, sorting, painting, construction, general gardening, working with children, working in the Target Hunger office, and working at special events.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the terms below:

1. Release and Waiver

Volunteer (on behalf of Volunteer, and Volunteer’s heirs, parents, spouse and assigns) does hereby release and forever discharge and hold harmless Target Hunger from any and all actions, claims for relief, suits, liabilities, claims, and demands of whatever kind of nature, either in law or in equity, whether known or unknown, and whether fore seen or unforeseen, which arise or may hereafter arise from Volunteer’s Activities with Target Hunger.

Volunteer agrees not to file any claim, charge, action or complaint concerning the subject matter covered by this release.

Volunteer understands that this Release discharges Target Hunger from any liability or claim that the Volunteer may have against Target Hunger with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities with Target Hunger, whether caused by the negligence of Target Hunger or its officers, directors, employees, or agents or otherwise.

Volunteer also understands that Target Hunger 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.

It is the policy of Target Hunger that children under the age of 16 are not allowed on a Target Hunger work site while there is construction in progress. Federal regulations prohibit minors between the ages of 14 and 15 from working in general construction. Minors between the ages of 16 and 17 may perform general construction work, but may not engage in certain activities that are considered ultra hazardous. These activities include the use of power tools & motor vehicles, demolition, roofing, and excavation operation.

2. Medical Treatment

Volunteer does hereby release and forever discharge Target Hunger from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Target Hunger, or with the decision by any representative or agent of Target Hunger to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

3. Assumption of Risk

The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Target Hunger from all liability for injury, illness, death or property damage resulting from the Activities.

4. Insurance

The Volunteer understands that, except as otherwise agreed to by Target Hunger in writing, Target Hunger does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Target Hunger does, however, provide GAP insurance to all Volunteers under its medical insurance. This means that in the event that medical attention is sought, the Volunteer and/or Guardian's primary medical insurance pays first. Target Hunger's medical insurance would only pay as secondary coverage or in the case that the Volunteer does not have any medical insurance. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. Photographic Release

Volunteer does hereby grant and convey unto Target Hunger all right, title and interest in any and all photographic images and video or audio recordings made by Target Hunger during the Volunteer's Activities with Target Hunger, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer agrees that any such photographs or recordings shall be the sole property of Target Hunger, free and clear from any claims of any nature relating to Volunteer's contributions or other efforts, including the right to copyright or obtain trade and service marks upon the work in the name of Target Hunger as author or proprietor thereto. Volunteer understands and agrees that Volunteer shall not be entitled to any compensation in connection therewith.

6. Other

Volunteer expressly agrees that this 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. 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.

By signing below, the Volunteer and, if applicable, the parent/guardian, has read this Release and understands all of its terms. Volunteer, and if applicable, the parent/guardian further acknowledges that this Release is executed voluntarily, and with full knowledge of the its legal significance. This Release has been executed as of the date first above written.

Volunteer:

(signature)

Parent/Guardian (if applicable):

(signature)

Complete Address: _____

City: _____ **State:** _____ **Zip**
Code: _____

Home Phone: _____

Contact person in case of emergency:

_____ **Phone:** _____