

Release and Waiver of Liability by Volunteer Longmont Meals on Wheels

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 20____, by _____, (the "Volunteer"), in favor of Longmont Meals on Wheels, Inc., and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties"). I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: delivering meals by car or bike, working on site at events, working at the Senior Center kitchen, and working at the Meals on Wheels office.

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

Initials _____ **Release and Waiver.** I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do 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, illness, death or property damage.

I, the volunteer, understand and acknowledge that by permitting someone to accompany me in my personal vehicle while volunteering or allow them to help with my volunteer duties I assume complete liability for anything that happens to the individual while volunteering and all parties would hold the Released Parties harmless in such an event.

Initials _____ **Medical Treatment.** I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

Initials _____ **Assumption of the Risk.** I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

Initials _____ **Insurance.** I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage which is considered primary coverage for the Volunteer.

Initials _____ **Photographic Release.** I, the Volunteer, do hereby grant and convey unto Longmont Meals on Wheels, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

Initials _____ **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 where the Activities take place. I further agree that in the event 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 clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

To express my understanding of and agreement with this Release, I sign here.

Volunteer: (please print): _____ Signature: _____ Date: _____

Parent / Guardian Signature (If under 18) _____ Date: _____