



Of Southwest Missouri, Inc.

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### **Release and Waiver of Liability**

This Release and Waiver of Liability (Release) executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the Year \_\_\_\_\_, by \_\_\_\_\_ (the Volunteer) in favor of Children's Haven of Southwest Missouri (Children's Haven), a non-profit corporation.

The Volunteer desires to work as a volunteer for Children's Haven of Southwest Missouri and engage in the activities related to being a volunteer. The Volunteer understands that the activities are working in a crisis nursery environment.

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

1. **RELEASE AND WAIVER:** Volunteer does hereby release and forever discharge and hold harmless Children's Haven 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 activities with Children's Haven. Volunteer understands this Release discharges Children's Haven from any liability or claim the Volunteer may have against Children's Haven with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's activities with Children's Haven, whether caused by the negligence of Children's Haven or its director, staff or otherwise. Volunteer also understands the Children's Haven 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.
2. **MEDICAL TREATMENT:** Volunteer does hereby release and forever discharge Children's Haven from any claim whatsoever which arises or may hereafter arise on account of any service in connection with the Volunteer's activities with Children's Haven.
3. **ASSUMPTION OF RISK:** Volunteer understands the activities include work that may be hazardous but not limited to, facility maintenance, cleaning or stocking. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the activities and releases Children's Haven from all liability for injury, illness, death and/or property damage that may result.

4. ASSUMPTION OF RISK: I understand that my participation with Children's Haven and/or activity, project or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with Children's Haven may include activities that may be hazardous to me. I hereby expressly and specifically assume the risk of injury or harm in the activities and release Children's Haven from all liability for injury, illness, death and/or property damage that may result.
5. PHOTOGRAPHY/AUDIO RELEASE: I give permission for Children's Haven to take photographs, video, audio and quotes of myself as a volunteer, and to use them indefinitely, without limitation or obligation, for Children's Haven publicity and/or commercial purposes such as newsletters, website, fund development efforts, newspaper articles and television stories. I authorize Children's Haven to identify myself by name. I understand that any photographs/videos/quotes will be used only in a legal manner and that at no time will I be depicted in any unethical way.
6. OTHER: I expressly understand and agree that this Release is intended to as broad and inclusive as permitted by law and 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 any clause or provision of the 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 provision.

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Signature of Volunteer

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Date

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Signature of Volunteer Coordinator

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Date