



Volunteer Waiver

This is a legal document that affects your rights so please read carefully.

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, _____ by _____ (the "Volunteer") in favor of the Boys & Girls Club of Greater Durham, a nonprofit corporation, their directors, officers, employees, and agents (collectively, "BGCGD"). The Volunteer hereby freely, voluntarily and without duress executes this Release under the following terms:

1. **RELEASE AND WAIVER.** Volunteer does hereby release and discharge and hold harmless BGCGD 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 BGCGD. Volunteer understands that this Release discharges BGCGD from any liability or claim that the Volunteer may have against BGCGD with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with BGCGD, whether caused by the negligence of BGCGD or its officers, directors, employees, or agents or otherwise. Volunteer also understands that BGCGD does not assume any responsibility for or obligation to provide financial 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 BGCGD 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 BGCGD.

Emergency Contact: _____

Emergency Contact Relationship: _____

Phone #: _____

3. **ASSUMPTION OF RISK.** The Volunteer understands that activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from worksites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the activities and releases BGCGD 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 BGCGD in writing, BGCGD does not carry or maintain health, medical, or disability insurance coverage for any volunteer. 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 BGCGD all right, title, and interest in any and all photographic images and video or audio recordings made by BGCGD during the volunteer's activities with BGCGD including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
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 North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Volunteer agrees that in the event that any clause or provision of this Release shall not otherwise affect the remaining provision of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first written above.

Volunteer: _____ Date: _____

Witness: _____ Date: _____