

Release and Waiver of Liability for Volunteers

Please read carefully – this legal document represents your legal rights.

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 20____, by (the "Volunteer") in favor of Gulf Coast Works, Inc., a nonprofit corporation located in Concord, MA, their directors, officers, employees, and agents (collectively, "Gulf Coast Works").

The Volunteer desires to work as a volunteer with Gulf Coast Works, and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include but are not limited to constructing and rehabilitating residential buildings, working on other community projects at other sites such as parks and garden areas, and living in housing provided for volunteers by partner organizations.

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

1. Release and Waiver/Assumption of the Risk. The Volunteer understands that the Activities at a Gulf Coast Works site 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, and that these activities involve significant risks, hazards, and/or dangers, some of which are inherent and cannot be eliminated or reduced. Volunteer warrants that he or she has no mental or physical problems or limitations that might compromise or affect Volunteer's ability to participate in Gulf Coast Works Activities and represents that he or she is fully capable of participating without causing harm to others or to him or herself.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Gulf Coast Works from all liability for injury, illness, death, or property damage resulting from the Activities. Volunteer on behalf of Volunteer and Volunteer's children, heirs, executors, administrators and representatives, does hereby release and forever discharge and hold harmless Gulf Coast Works 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 Gulf Coast Works.

Volunteer understands that this Release discharges Gulf Coast Works from any liability or claim that the Volunteer may have against Gulf Coast Works with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities at Gulf Coast Works, whether caused by the negligence of Gulf Coast Works or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Gulf Coast Works 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. While Volunteer agrees that Gulf Coast Works has no responsibility to provide medical care to Volunteer and makes no offer to do so, Volunteer authorizes Gulf Coast Works, should it be deemed necessary, to obtain or to provide such medical care to Volunteer and/or to transport

Volunteer to a medical facility. Volunteer further agrees to pay all costs associated with such care or evacuation whether or not authorized by Volunteer. Without limiting any of the foregoing, Volunteer expressly waives any claims that Volunteer or anyone on his or her behalf may bring against Gulf Coast Works with regard to medical care and the provision or failure to provide such care.

3. Insurance. The Volunteer understands that, except as otherwise agreed to by Gulf Coast Works in writing; Gulf Coast Works 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. The Volunteer authorizes a Gulf Coast Works representative, including trip coordinators, to approve medical treatment in the even of an accident, when the Volunteer is unable to provide consent to treatment.

Health Care Provider _____ Group/Plan

4. Photographic Release. Volunteer does hereby grant and convey unto Gulf Coast Works all right, title, and interest in any and all photographic images and video or audio recordings made by Gulf Coast Works during the Volunteer's Activities through Gulf Coast Works, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Massachusetts and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. 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. Volunteer further agrees that if he or she, or someone on Volunteer's behalf, asserts a claim or files a suit against Gulf Coast Works, Volunteer will pay all costs and attorney's fees incurred by Gulf Coast Works in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that Gulf Coast Works is not responsible for the injury or loss.

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

Volunteer's Name (*please print*): _____

Volunteer signature: _____ **Date:** _____

Volunteer Address:
_____ **Town:** _____ **Zip** _____

(For volunteers under 18)

Parent/Guardian signature: _____ **Date:** _____

Print Parent/Guardian Name _____

Witness signature: _____ **Date:** _____

IN CASE OF EMERGENCY INVOLVING (vol's name here) _____
NOTIFY THE FOLLOWING:
Name: _____ Phone 1: _____ - _____
Phone 2: _____ - _____
Name: _____ Phone 1: _____ - _____
Phone 2: _____ - _____

PLEASE FAX THIS COMPLETED WAIVER AT LEAST 3 WEEKS PRIOR TO DEPARTURE TO 617-209-1560 AND **BE SURE TO BRING THIS PAPERWORK ON YOUR TRIP** (to be held by group leader).

90209
10821693.1