

## General Volunteer Release and Waiver of Liability

This General Volunteer Release and Waiver of Liability (the "Release") is executed on \_\_\_\_\_ (date) by \_\_\_\_\_ (the "Volunteer") in favor of Boca Helping Hands, Inc., a non-profit organization, its directors, officers, employees, agents, representatives, and their respective successors, assigns, heirs, executors, and administrators (collectively "Boca Helping Hands, Inc.").

Volunteer desires to volunteer for Boca Helping Hands, Inc. 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 providing transportation (using the Volunteer's own vehicle), cooking, carrying and lifting items, participating in special events and fundraisers, and engaging in other activities relevant to the services rendered by Boca Helping Hands, Inc.

By signing this Release you are giving up your right to recover from Boca Helping Hands, Inc., in a lawsuit for any personal injury, illness, death, or any property damage that may result from the risks that are a natural part of the Activities. Volunteer understands that Boca Helping Hands, Inc. 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. You have the right to refuse to sign this form, and Boca Helping Hands, Inc. has the right to refuse to let you volunteer if you do not sign this form.

**Release and Waiver.** In consideration for the Volunteer's participation in the Activities with the volunteer program with Boca Helping Hands, Inc., Volunteer hereby forever releases, waives, discharges, holds harmless and covenants not to sue for any and all purposes, Boca Helping Hands, Inc. and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all liability from any and all claims, causes of action, actions, demands or judgments of whatever kind or nature, either in law or inequity, which arise or may hereafter arise from the Volunteer's participation in the Activities.

**Medical Conditions and Treatment.** Volunteer represents and warrants that he/she is in sufficient good health to participate in the Activities and does not have any pre-existing physical or medical condition that might be impacted or worsened by participating in the Activities. Volunteer understands and voluntarily assumes the risk associated with unknown medical and physical conditions. In consideration for the Volunteer's participation in the Activities with the volunteer program with Boca Helping Hands, Inc., Volunteer does hereby release and forever discharge Boca Helping Hands, Inc. from any claim(s) whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Activities with Boca Helping Hands, Inc.

**Assumption of the Risk.** Volunteer understands and agrees that there are inherent risks and dangers associated with the Volunteer's participation in the Activities with Boca Helping Hands, Inc.'s volunteer program, including but not limited to transportation. I hereby state and acknowledge that I have read the previous paragraphs and further agree and acknowledge that: (1) I understand the nature of and the dangers and risk associated with the Activities; (2) I understand the demands and dangers of those Activities; and (3) I assume all of the risks of such Activities, even those caused by the negligent acts or conduct of Boca Helping Hands, Inc. and release Boca Helping Hands, Inc. from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** Volunteer understands that Boca Helping Hands, Inc. does not carry or maintain health, medical or disability insurance for Volunteer.

**Photo/Video Release.** Volunteer grants Boca Helping Hands, Inc. the right to take photographs and videos of the Volunteer in connection with the Activities. Volunteer grants Boca Helping Hands, Inc. all rights and interest in and authorizes Boca Helping Hands, Inc., its assigns and transferees, to copyright, use and publish the same photograph(s), image, likeness, voice and/or video in print and/or electronically, without compensation and without prior notice and with or without Volunteer's name. I agree and hold Boca Helping Hands, Inc. harmless from any liability stemming from such use.

**Severability and Venue.** Without limiting the above Release, I agree to the sole and exclusive venue of Palm Beach County, Florida for any legal action. I further agree that the substantive laws of the State of Florida shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall be construed to enforce their meaning to the maximum extent possible and shall remain in full force and effect. I understand that this Release extends into the past and forever into the future and will have full force and legal effect each and every time Volunteer participates in the Activities, whether at the current location or any other location or facility. Volunteer further expressly agrees that this waiver is intended to be as broad and inclusive as is permitted by the law of the State of Florida.

**Acknowledgement of Release of Legal Rights:** Volunteer understands and agrees that: (1) this Release gives up important legal rights; (2) he/she had sufficient opportunity to read and understand this Release; (3) he/she is giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; (4) he/she knowingly and voluntarily agrees to be bound by all terms and conditions set forth herein; (5) he/she unconditionally agrees to the full terms, statements, warranties, notices, representations, waivers and releases of the Release; and (6) the signature below is proof of Volunteer's intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law.

**Parent or Guardian's Authority.** If the Volunteer is a minor child not an adult of legal age, this Release is made on behalf of that minor child and that all of the releases, waivers and promises herein are binding on that minor child. I represent that I have full authority as Parent or Legal Guardian, to bind the minor child to this agreement and that my agreement alone is sufficient.

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

Volunteer Name (Print): \_\_\_\_\_ Volunteer Signature: \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_

**GROUP / ORGANIZATION NAME:** \_\_\_\_\_

**DATE TO VOLUNTEER :** \_\_\_\_\_