

Hams for Fams Volunteer Release and Waiver of Liability Form

IN ORDER TO PARTICIPATE IN HAMS FOR FAMS THE EXCELERATION FOUNDATION REQUIRES EACH VOLUNTEER OVER 18 OR PARENT/GUARDIAN OF A VOLUNTEER UNDER 18 TO COMPLETE THIS RELEASE AND WAIVER OF LIABILITY.

This Release and Waiver of Liability (the "release") executed on December____, 2019, by _____ ("Volunteer") releases THE EXCELERATION FOUNDATION, INC., ("Nonprofit") a nonprofit corporation organized and existing under the laws of the State of Louisiana, and each of its directors, officers, employees, and agents including the volunteer board of Hams for Fams. The Volunteer desires to provide volunteer services for Nonprofit and engage in activities related to serving as a volunteer for Hams for Fams Food Drive as a shopper, packer, deliverer, volunteer driver, or other position.

Volunteer understands that the scope of Volunteer's relationship with Nonprofit is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Nonprofit will not provide any benefits traditionally associated with employment to Volunteer, including but not limited to workers' compensation benefits, health insurance, or liability insurance; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to Nonprofit. It is further noted that Nonprofit does not provide any automobile insurance to volunteer or occupants of the volunteer's vehicle. Volunteer is responsible for his/her own automobile insurance including but not limited to collision, comprehensive, liability and medical insurance coverage.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless Nonprofit 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 the services I provide to Nonprofit. I understand and acknowledge that this Release discharges Nonprofit from any liability or claim that I may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to Nonprofit or occurring while I am providing volunteer services.

2. Insurance: Further I understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by me.

3. Medical Treatment: I hereby Release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Nonprofit.

4. Photographic Release: I grant and convey to Nonprofit all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Nonprofit in connection with my providing volunteer services to Nonprofit.

5. Other: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Louisiana and that this Release shall be governed by

and interpreted in accordance with the laws of the State of Louisiana. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signature of Volunteer

Date

[If Volunteer is under the age of 18, a parent or guardian must sign on behalf of said Volunteer.]

Signature of Minor Volunteer's Guardian

Date