



## Volunteer Waiver of Liability

This release and Waiver of Liability (the "Release") is executed by the undersigned volunteer (the "Volunteer") as of the date indicated below in favor of United Way of the Wabash Valley, Inc. and their directors, officers, employees, and agents (collectively, "UWWV").

I, the Volunteer, desire to work as a volunteer for the UWWV and engage in the activities related to being a volunteer for a Wabash Valley Neighbors Helping Neighbors (WVNHN) work project. I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I, the Volunteer, understand the nature of the risks involved and understand the work can be potentially hazardous. I agree to release and forever discharge and hold harmless UWWV 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 my volunteer work with WVNHN. I understand that this Release discharges UWWV from any liability or claim that I, the Volunteer, may have against UWWV with respect of bodily injury, personal injury, illness, death, or property damage that may result from participation on the WVNHN worksite or participation in any WVNHN-sponsored or hosted project or event. It is also understood that UWWV 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, illness, death or property damage.
2. **Insurance.** I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of UWWV beyond what may be offered freely by the representative of UWWV in the event of such injury or medical expense.
3. **Medical Treatment.** I hereby release and forever discharge UWWV 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 time with WVNHN.
4. **Assumption of Risk.** Although WVNHN has attempted to provide a safe environment and workplace for all volunteers, any foreseen or unforeseen unsafe conditions are unintentional. I understand that my time with WVNHN may include activities that may be hazardous to me including, but not limited to, community engagement activities, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from worksites. I hereby expressly assume the risk of injury or harm in these activities and release UWWV from all liability for injury, illness, death or property damage resulting from my activities with WVNHN.
5. **COVID-19.** By volunteering, I understand that an inherent risk of exposure to COVID-19 exists in any public place where people are present. I assume all risks related to exposure to COVID-19 and agree not to hold UWWV or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.
6. **Photographic Release.** I grant and convey unto UWWV all right, title, and interest in all photographic images and video or audio recordings made by UWWV during my work

with WVNHN, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. **Governing Law.** This Waiver of Liability shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to principles of conflict of laws.

I expressly agree that this Release is intended to be as broad and inclusive to the maximum extent as permitted by Indiana Law. I further agree that in the event 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 clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right. My signature acknowledgement of this form acts as my legal signature. I have read and understand this Waiver of Liability.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Please return completed waivers to United Way at [neighbors@uwwv.org](mailto:neighbors@uwwv.org) or 100 S. 7<sup>th</sup> Street, Terre Haute, IN 47807.**