

LAKE LIVINGSTON VILLAGE POA

EMERGENCY CONTACT AND RELEASE

Emergency Contact Information Date

Name: _____

Address: _____

Phone day: _____ evening: _____ cell: _____

E-mail: _____

In case of an emergency, contact:

Name: _____ Relationship: _____

Address: _____

Phone day: _____ evening: _____ cell: _____

E-mail: _____

Any allergies, medications, or other information needed in an emergency:

Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20__, by ____ (_____) in favor of **Lake Livingston Village POA**, a nonprofit corporation, and its directors officers, employees, and agents.

The Volunteer desires to work as a volunteer for **Lake Livingston Village POA** and engage in the activities related to being a volunteer for [_____]. The Volunteer understands that the Activities may include [_____, including description of physical labor, exposure to hazardous conditions, or other circumstances that may result in personal injuries.

Lake Livingston Village POA has a right to refuse any participation by any volunteer.

Lake Livingston Village POA is not responsible for any personnel equipment breakage or loss of any kind.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms: January 2010 Revised November 2017 Revised May 2020

1. **Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless **Lake Livingston Village POA** and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Volunteer's Activities with **Lake Livingston Village POA**.

VOLUNTEER UNDERSTANDS THAT THIS RELEASE DISCHARGES **Lake Livingston Village POA** FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST **Lake Livingston Village POA** WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM VOLUNTEER'S ACTIVITIES WITH **Lake Livingston Village POA**, WHETHER CAUSED BY THE NEGLIGENCE OF **Lake Livingston Village POA** OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. VOLUNTEER ALSO UNDERSTANDS THAT **Lake Livingston Village POA** 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.** Volunteer does hereby release and forever discharge **Lake Livingston Village POA** 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 **Lake Livingston Village POA**.

3. **Assumption of the Risk.** The Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer, including, but not limited to, [_____], and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities, and releases **Lake Livingston Village POA** 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 **Lake Livingston Village POA** in writing, **Lake Livingston Village POA** 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 **Lake Livingston Village POA** all right, title, and interest in any and all photographic images and video or audio recordings made by **Lake Livingston Village POA** during the Volunteer's Activities with **Lake Livingston Village POA**, 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 Texas, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Volunteer also 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.

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January 2010 Revised November 2017 Revised May 2020

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

Volunteer: _____ Witness: _____