



Project CrossWalk - Volunteer Release and Waiver of Liability

IMPORTANT: Each participant must have a completed and signed "Release and Waiver of Liability" on file.

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____, by _____ (the "Volunteer") in favor of Project CrossWalk, Inc., a nonprofit corporation organized and existing under the laws of the State of Texas, USA, its directors, officers, employees and agents (collectively, "CrossWalk").

I, the Volunteer, desire to work as a Volunteer and engage in the activities related to being a volunteer associated with CrossWalk. I understand that the activities may include but are not limited to, traveling to and from other cities and towns, constructing and rehabilitating residential buildings, home repairs and maintenance, yard work, and other construction-related activities.

I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release. I, the Volunteer, release and forever discharge and hold harmless CrossWalk 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 work with CrossWalk.

I understand and acknowledge that this Release discharges CrossWalk from any liability or claim that I, the Volunteer, may have against CrossWalk with respect to any bodily injury, personal injury, illness, death or property damage that may result from my participation in the Volunteer Program, whether caused by the negligence of CrossWalk or its directors, officers, employees, or agents or otherwise. I also understand that CrossWalk 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 (see insurance requirements below).

2. Insurance. I, the Volunteer, understand that, except as otherwise agreed to by CrossWalk in writing; CrossWalk does not carry or maintain health, medical or disability insurance coverage for any volunteer. CrossWalk's Board of Directors requires all volunteers to have appropriate insurance, as determined by CrossWalk in its sole discretion. Insurance is paid for by the Volunteer.

3. Medical Treatment. Except as otherwise agreed to by CrossWalk in writing, I hereby release and forever discharge CrossWalk 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 CrossWalk.

4. Assumption of the Risk. I understand that my time with CrossWalk will include activities that are inherently hazardous, including, but not limited to, construction activities, loading and unloading heavy equipment and materials, and local travel to and from the work sites. I further understand that I may be traveling to and from locations where there is a risk of criminal activities, inclement weather, or other circumstance that could threaten my safety or health. I hereby expressly and specifically assume the risk of injury or harm in these activities and release CrossWalk from all liability for injury, illness, death, and/or property damage resulting from the activities of my time with CrossWalk.

5. Photographic Release. I grant and convey unto CrossWalk all right, title, and interest in any and all photographic images and video or audio recordings made by CrossWalk during my work with CrossWalk, including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree 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.

7. Knowing and Voluntary Execution. I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF ALL LIABILITY IN REGARDS TO CROSSWALK, AND I SIGN IT OF MY OWN FREE WILL.

Volunteer:

Name: (please print) _____ Signature _____

Address _____ Date _____

Phone (H) _____ (W) _____

Witness:

Name: (please print) _____ Signature _____

Address _____ Date _____

Phone (H) _____ (W) _____