

**ST VINCENT MISSION INC.**

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**DAVID APPALACHIAN CRAFTS**

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**RELEASE AND WAIVER OF LIABILITY**

**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 \_\_\_\_\_ (the "Volunteer") in favor of St. Vincent Mission, Inc., a nonprofit corporation, their directors, officers, employees, and agents.

The Volunteer desires to work as a volunteer with St. Vincent Mission, Inc., and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, working in the St. Vincent Mission, Inc. office, and living in housing provided for volunteers of St. Vincent Mission, Inc. by the Christian Appalachian Project.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**1 Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless St. Vincent Mission, Inc. and/or the Christian Appalachian Project 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 Volunteer's Activities with St. Vincent Mission, Inc. and/or the Christian Appalachian Project.

Volunteers understand that this Release discharges St. Vincent Mission, Inc. and/or the Christian Appalachian Project from any liability or claim that the Volunteer may have against St. Vincent Mission, Inc. and/or the Christian Appalachian Project with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with St. Vincent Mission, Inc. and/or the Christian Appalachian Project whether caused by the negligence of St. Vincent Mission, Inc. and/or the Christian Appalachian Project or its officers, directors, employees, or agents or otherwise. Volunteer also understands that St. Vincent Mission, Inc. and/or the Christian Appalachian Project 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 St. Vincent Mission, Inc. and /or the Christian Appalachian Project 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 St. Vincent Mission., Inc. and/or the Christian Appalachian Project.

**3. Assumption of the Risk.** The Volunteer understands that the Activities with St. Vincent Mission., Inc. and/or the Christian Appalachian Project include work that may be hazardous to the Volunteer, including, but not limited, to construction, loading and unloading, 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 St. Vincent Mission, Inc. and/or the Christian Appalachian Project 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 St. Vincent Mission, Inc. and/or the Christian Appalachian Project in writing, St. Vincent Mission, Inc. and/or the Christian Appalachian Project 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 St. Vincent Mission, Inc. and/or the Christian Appalachian Project all right, title, and interest in any and all photographic images and video or audio recordings made by St. Vincent Mission, Inc. and/or the Christian Appalachian Project during the Volunteer's Activities, 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 Kentucky and that this Release shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Volunteer 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.

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

Volunteer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_

Parental Signature \_\_\_\_\_

Volunteers phone (home) \_\_\_\_\_ (cell) \_\_\_\_\_

Volunteers Home address: \_\_\_\_\_