

# RELEASE & WAIVER OF LIABILITY

**Important: Each adult volunteer must read and sign (on behalf of him/herself and any minor children attending any volunteer activities) this “Release and Waiver of Liability” before volunteering at The Acorn school or any other event or site. Please complete this form and hand it in to an Acorn staff member before you volunteer for your first event. It will remain in effect thereafter for any subsequent volunteer activities.**

This Release and Waiver of Liability (the “Waiver”) executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (the “Volunteer”) in favor of The Acorn – A School for Young Children, Inc., a Texas nonprofit corporation, and/or their respective directors, officers, employees, owners of any premises where activities occur, fellow Acorn parents or volunteers, vendors and agents (collectively, “The Acorn”).

I, the Volunteer, desire to contribute as a volunteer for The Acorn and engage in the activities related to being a volunteer. I hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

**1. Complete Waiver & Release.** I, the Volunteer, indemnify, release and forever discharge and hold harmless The Acorn 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 The Acorn, including any harm to minor children I may bring with me to such volunteering activities.

I understand and acknowledge that this Waiver discharges The Acorn from any liability or claim that I, the Volunteer, may have against The Acorn with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation in The Acorn volunteer work. I also understand that The Acorn 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. **I UNDERSTAND THAT THIS WAIVER & RELEASE IS COMPLETE AND APPLIES EVEN IF INJURIES, ILLNESS, DEATH OR OTHER DAMAGES ARE CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF THE ACORN.**

**2. Insurance.** I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of The Acorn beyond what may be offered freely by the representative of The Acorn in the event of such injury or medical expense.

**3. Medical Treatment.** I hereby release and forever discharge The Acorn from any claim whatsoever that arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with any volunteer activity with The Acorn.

**4. Assumption of the Risk.** I understand that my time with The Acorn may include activities that may be hazardous to me, including, but not limited to, playground activities with small children, food-preparation activities, loading and unloading of heavy equipment and materials, and local transportation to and from activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and all liability for injury, illness, death, or property damage resulting from the activities of my time with The Acorn.

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

**6. Other.** I expressly agree that this Waiver is as broad and inclusive as permitted by Texas law, and that this Waiver shall be governed by and interpreted in accordance with Texas law. I agree that in the event that if any clause or provision of this Waiver 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.

X \_\_\_\_\_  
Volunteer’s Signature Date

\_\_\_\_\_  
Print Volunteer’s Name Organization (if applicable)

\_\_\_\_\_  
Street Address City State Zip code