



VOLUNTEER RELEASE OF LIABILITY - MUST HAVE WAIVER TO PARTICIPATE

First Name _____ Last Name _____

School / Group / Org in attendance with (if applicable) _____

Date of Birth _____ Phone (_____) _____ Cell (_____) _____

*Email _____

* **Add me to your e-newsletter** (if not checked you will only be contacted for our annual volunteer recognition)

Home Address _____

City _____ State _____ Zip code _____

Emergency Contact _____ Relationship _____

Phone _____ Medical Concerns / Allergies _____

- read before signing -

In consideration of being allowed to participate in any way in the **Everlasting Marks Build**, the undersigned acknowledges and agrees that:

I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby release Everlasting Marks and hereby indemnify and hold harmless, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, volunteers/build leads, and partners ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property incident to my involvement or participation in these programs, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I understand I will be working with a variety of construction tools, including the potential use of power tools. I understand the risk of injury, up to and including permanent disability and death, involved in these activities. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation.

I agree to conduct myself appropriately at all times and to follow all rules set forth for participation. If I, at any time, do not feel I am able or willing to participate I will remove myself from participation and notify the nearest Everlasting Marks representative immediately of my concerns. Moreover, if I do not act appropriately or do not follow the rules set forth, I may be removed from participation.

If during the participation in Everlasting Marks activities, the participant should need emergency medical treatment, and I (the parent/guardian or adult participant) am not able to give consent or make arrangements for that treatment, I authorize Everlasting Marks to take whatever measures necessary to protect the participant's health and well-being, including if necessary, transportation from scene by local fire department or ambulance service to an appropriate facility determined by transporting personnel.

I am aware that photos may be taken at events and release permission to Everlasting Marks to use my photo for publicity, marketing or any other way they see fit. I understand that no personal information will be released with these images. If names are listed, volunteers in photos will be recognized by first name and last initial only unless permission has been granted to be named in full.

I have read this release of liability and assumption of risk agreement. I fully understand its terms. I understand that I have given up substantial rights by signing it, and sign it freely and voluntarily.

Participant Signature _____ Date Signed: _____

*Name of Parent or Guardian _____

*Parent / Guardian Signature _____ Date Signed: _____

*all applicants under the age of 18 must have parent or guardian signature to participate.

Email signed waiver to EverlastingMarks@gmail.com - or Bring day of construction



WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in Everlasting Marks build programs or other educational activities, volunteer opportunities, etc., the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____

