

**"Assumption and Acknowledgment of Risks, Release of Liability and Indemnity Agreement"**

This is a Volunteer Assumption and Acknowledgment of Risks, Release of Liability and Indemnity Agreement executed by \_\_\_\_\_ on this date, \_\_\_\_\_ (the "VOLUNTEER") in favor of CATHOLIC CHARITIES OF NORTHWEST FLORIDA a non profit corporation including its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted and their insurers, as well as the diocese, the church and all of its corporate members, trustees, faculty, staff, students, advisors and/or representatives, (collectively the "RELEASEE").

The VOLUNTEER desires to work as a volunteer for RELEASEE and to engage in activities related to being a volunteer. The VOLUNTEER understands that the activities may include travel and at times working under dangerous conditions or conditions that may otherwise result in injury or damage to the VOLUNTEER including persons for whom VOLUNTEER may otherwise be responsible or third parties.

In consideration of the services provided by RELEASEE as well as the RELEASEE allowing the VOLUNTEER the opportunity to participate in the volunteer activities, and for other good and valuable consideration derived from participation, the receipt and sufficiency of is hereby acknowledged, the VOLUNTEER hereby, knowingly, intentionally, purposely, freely, voluntarily and without duress executes this Volunteer Assumption and Acknowledgment of Risks, Release of Liability and Indemnity Agreement for myself, legal guardian or persons for whom I am otherwise responsible, and for my/our heirs, personal representatives or assigns, under the terms below:

1. EXPRESS ASSUMPTIONS OF RISK AND RESPONSIBILITY. I hereby agree to assume responsibility for all the risk of the activity, whether identified above or not. My/our participation in the activity is purely voluntary. I assume full responsibility for myself and anyone whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident that may occur while I/we participate in the activity.

2. RELEASE. I hereby release the RELEASEE from any and all liability of any nature for any and all injury or damage (including death) to me and other persons as a result of my/our participation in the activity, *regardless of the cause.*

RELEASEES *shall not be liable* for any injuries or any damage to any Volunteer or guest, or be subject to *any* claim, demand, injury or damages, whatsoever, including without limitation, those damages from acts of *passive or active negligence* on the part of RELEASEE. *Including* claims, actions, demands injuries damages or causes of action based on *subsequent negligence*.

I do hereby expressly forever release and discharge RELEASEE from all such claims, demands, injuries, damages, actions or causes of action.

3. INDEMNITY AND SAVE AND HOLD HARMLESS. I hereby indemnify and save and hold harmless RELEASEE from loss, liability, damage, or cost including attorneys fees RELEASEE may incur due to any claim or loss arising in any manner notwithstanding such accident or damage may have been caused in whole or in part or negligence of the VOLUNTEER, or RELEASEE.

Volunteer acknowledges that he/she has carefully read this paragraph and fully understands that this is a waiver and release of liability.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Volunteer's Signature \_\_\_\_\_

If participant is under 18, signature of parent/guardian: \_\_\_\_\_