

WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION
ASBURY UNITED METHODIST CHURCH OF COLUMBUS, INC. - Mission Columbus Project

ALL VOLUNTEER PARTICIPANTS MUST COMPLETE THE FOLLOWING RELEASE FORM BEFORE BEGINNING ANY MISSION COLUMBUS PROJECT FOR ASBURY UNITED METHODIST CHURCH OF COLUMBUS, INC ("Asbury")

Volunteer Participant's Name:	Age:
Project Property Address:	

WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION

Please ***read this form carefully and be aware*** that in consideration for being a volunteer participant in the Asbury Mission Columbus Project ("Project"), you will be expressly assuming the risk and legal liability and WAIVING and RELEASING all claims for injuries, damages, or loss (including foreseen, unforeseen and unanticipated risks), which you or your property might sustain as a result of volunteering in any and all activities connected and associated with this Project.

WARNING OF RISK

I understand I am choosing to volunteer to perform construction/clean-up work designed to repair or replace a home and its surrounding property for those needing assistance. I understand this type of work involves hard physical labor, heavy lifting, tool and equipment use, and other strenuous activity; and that some activities may take place on ladders and building framing other than ground level. I further understand that other volunteers and supervisors associated with the Project may provide instruction, rules, or suggestions for techniques, procedures, precautions, and/or tool and equipment use; however, said volunteers and supervisors cannot guarantee my safety through such instruction, rules, or suggestions. I also understand and acknowledge that all reasonable precautions are taken at the project site to provide a safe environment, but due to the very nature of physical work and unforeseen or unanticipated dangers, a possibility of injury or death exists. Other risks include, but are not limited to, the inexperience, negligence or irresponsibility of other volunteers, supervisors, or participants in the Project as well as the hazards associated with environmental conditions, acts of God, inclement weather, slipping, falling, and/or premises defects. To the best of my knowledge, I certify that I am in good health and physically able to perform this type of work.

ASSUMPTION OF RISK: I fully understand and acknowledge that the volunteer activities and instruction I undertake with the Project:

1. May expose me to inherent risks as well as known and unknown dangers and hazards that cannot be anticipated, including risks and dangers caused by the negligence of volunteers, supervisors, participants or others, accidents, the forces of nature or other causes integral to the activities associated with clean-up and construction work designed to repair or replace a home and its surrounding property; and
2. May result in property or physical injury or illness including, but not limited to, bodily injury, bruises, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability.

By my volunteer participation in the Project, I hereby assume all risks, dangers, hazards, and responsibility, beyond insurance that might be provided through Asbury, for any injury, losses and/or damages to my property or person which I may sustain, whether caused in whole or in part by my negligence or negligent and other conduct of others.

RELEASE AND WAIVER: Acknowledging that such risks, dangers and hazards exist, and for and in consideration of the permission granted by Asbury to engage in the voluntary Project, I do hereby for myself and my heirs, executors, administrators, or anyone else who may have a claim on my behalf, agree to WAIVE, RELINQUISH, HOLD HARMLESS, DEFEND AND INDEMNIFY, RELEASE AND FOREVER DISCHARGE, Asbury United Methodist Church of Columbus, Inc. together with their administrators, officers, agents, servants, trustees, councils, volunteers, representatives, and/or employees, from any and all claims for property and/or physical injuries, including, but not limited to, death, illnesses, paralysis, disabilities, or other damages, expenses, costs, or loss sustained and arising in any way out of my participation in this Project, including litigation and attorney fees.

ACKNOWLEDGE OF RELEASE, TERMS AND CONDITIONS: I, the undersigned, by signing below, hereby represent that I have carefully read and fully understand the above important information, warning of risk, and the contents of this volunteer Waiver and Release of Liability and Indemnification. I understand this is a legally binding and enforceable document, and I agree and consent to the terms and conditions of this Release. I further understand that this document will be construed in accordance with Indiana law and is meant to be as broad and inclusive as permitted. I further agree that in the event any clause or provision of this Release is 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.

PHOTOGRAPHIC CONSENT AND RELEASE: I hereby give Asbury my permission to take photographs or videos of me while I participate in the Project and to use my name and/or story related to this Project for purposes of public relations. I further release Asbury from any claim or liability involved with the above listed information, photographs or videos being published, printed or shown for public information.

I have submitted/on file an Asbury Mission Columbus Project CODE OF CONDUCT form as required.

PARTICIPANT

Signature _____ Date _____

Printed name _____

Phone _____ Email _____

CUSTODIAL PARENT/GUARDIAN (if participant a minor)

Signature _____ Date _____

Printed name _____

Phone _____ Email _____

NOTARIZATION OF PARENT OR GUARDIAN AUTHORIZATION

On this ____ day of _____, 20____, _____ (name) personally appeared before me, proved their identity to me, and freely executed this document.

Notary Public _____ My commission expires _____
County of _____ State of Indiana