



# My Community Makeover Program

## Release and Waiver of Liability

Important: Each participant must have a signed "Release and Waiver of Liability" on file. This form must be completely filled out and submitted to the Manatee Association of REALTORS before you visit the selected home. Forms should be faxed, mailed or dropped off to 10920 Technology Terrace, Lakewood Ranch, FL 34211. Please print in the spaces provided unless otherwise noted.

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by: (Check applicable box):

### PARTICIPANT INFORMATION

If 17 years or younger:

The Volunteer, \_\_\_\_\_, a minor child and \_\_\_\_\_ and \_\_\_\_\_, the parents having legal custody and/or the legal guardians of the volunteer (the "Guardians") (Note that any additional Guardian, if more than one, should sign this Release);

If 18 years or older:

The Volunteer, \_\_\_\_\_; in favor of the Manatee Association of REALTORS., a Florida not-for-profit corporation, and partnered with the Manatee Community Foundation of Bradenton, Florida, a nonprofit corporation.

The Volunteer desires to work as a volunteer for the Association and engage in the activities related to being a Makeover Program Volunteer. The Volunteer (and Guardians) understands that volunteer activities may include but are not limited to the following: constructing and rehabilitating residential buildings and working with Affiliate partners.

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

#### ❶ RELEASE AND WAIVER

I, the Volunteer (and Guardians) hereby voluntarily release and forever discharge and hold harmless the Association 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 activities with the My Community Makeover Program.

I, the Volunteer (and Guardians) understand that this Release discharges the Association from any liability or claim that I may have against the Association with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my activities with the Association, whether caused by the negligence of the Association or its officers, directors, employees, or agents otherwise.

I, the Volunteer (and Guardians) understand that in the event of injury or illness, the Association does not assume any responsibility to provide assistance including, but not limited to, financial assistance, medical, health, or disability insurance.

I, the Volunteer (and Guardians) understand that it is the policy of the Association that children under the age of 16 not be allowed on a selected home worksite while there is construction in progress. I, the Volunteer (and Guardians) further understand that children between the ages of 16 and 17 may be allowed to participate in construction work; however, only participants over the age of 18 may engage in ultra hazardous activities such as using power tools, excavation, demolition and working on rooftops.

#### ❷ MEDICAL TREATMENT

I, the Volunteer (and Guardians) hereby release and forever discharge the Association from any claim which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my activities with the Association, or in the case of a minor child, with the decision by any representative or agent of the Association to exercise the power of consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

#### ❸ ASSUMPTION OF THE RISK

I, the Volunteer (and Guardians) understand that the volunteer activities include work that may be hazardous, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

I, the Volunteer (and Guardians) hereby expressly and specifically assume the risk of injury or harm in the volunteer activities and release the Association from all liability for injury, illness, death, or property damage resulting from the volunteer activities.

#### ❹ INSURANCE

I, the Volunteer (and Guardians) understand that, except as otherwise agreed to by the Association in writing; the Association 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.

#### ❺ PHOTOGRAPHIC RELEASE

I, the Volunteer (and Guardians) hereby grant and convey unto the Association all right, title, and interest in any and all photographic images and video or audio recordings made by the Association during the Volunteer's activities with the My Community Makeover Program, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6 OTHER

I, the Volunteer (and Guardians) expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida.

I, the Volunteer (and Guardians) agree 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.

To express my agreement with the terms of this Release, I sign here with a witness:

Volunteer Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W/C) \_\_\_\_\_ E-mail: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Additionally, if the Volunteer is under the age of 18, the Parents/Guardians should sign below to express their agreement with the terms of this Release:

Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_

EMERGENCY CONTACT INFORMATION:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W/C) \_\_\_\_\_ E-mail: \_\_\_\_\_



MANATEE ASSOCIATION OF REALTORS®, INC.  
10920 Technology Terrace - Lakewood Ranch, FL 34211  
PH: (941) 747-1818 FAX: (941) 745-2978  
www.mycommunitymakeover.com  
www.manateerealtors.org