

# Assumption of Risk, Waiver & Release From Liability

FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM.

PLEASE READ CAREFULLY BEFORE SIGNING THE ASSUMPTION OF RISK, WAIVER, & RELEASE FROM LIABILITY FORM.

In consideration for myself and/or my minor child's opportunity to participate as a volunteer for the Midwest Mission Distribution Center (hereinafter "Midwest Mission"), I voluntarily agree to the following additional terms:

1. **ASSUMPTION OF RISK.** I have chosen to travel and perform volunteer labor for Midwest Mission and understand that the travel, lodging and labor associated therewith entail a risk of physical injury, that the work and activities may involve hard physical labor, possibly some heavy lifting and other strenuous activity, and that some activities may take place on ladders and building framing other than ground level. I further understand that I have an option and obligation to decline to do any work for which I feel physically unfit or otherwise unsafe. I certify that I am in good health and am physically able to perform the various tasks which I agree to perform at Midwest Mission. I understand that I am engaging in this volunteer labor at my own risk and I assume all risk and responsibility for any damage and/or injury to my person or property which I may sustain, and for any related medical costs and/or expenses based on death, bodily injury, or property damage rising out of or relating to my performance of these volunteer activities, whether or not caused by the negligence or other fault of Midwest Mission or its officers, directors, Board members, employees, volunteers, or agents, and whether the volunteer activities are performed on or off of Midwest Mission premises.
2. **RELEASE AND WAIVER.** I fully and completely release Midwest Mission, along with its officers, directors, Board members, employees, volunteers, and agents, of and from any and all liability, claims of liability, and causes of action whatsoever rising out of or relating to my performance of these volunteer activities, and I fully and completely waive any such liability, claims of liability, and causes of action, whether known or unknown, and whether such volunteer activities are performed on or off of Midwest Mission premises, and whether or not caused by the negligence or other fault of Midwest Mission or its officers, directors, Board members, employees, volunteers, or agents.
3. **PERSONAL PROPERTY.** I agree to use all due care with respect to all Midwest Mission personal property ("property") which I use or otherwise come in contact with during my volunteer activities, including but not limited to all vehicles, buildings, equipment, furniture, tools, appliances, utensils, and other tangible items of any sort. I further agree that the Midwest Mission property is made available for my use during my volunteer activities with no representations or warranties of fitness for particular use or for safety. I agree to indemnify and hold harmless Midwest Mission and its officers, directors, Board members, employees, volunteers, and agents for any injuries or damage to the Midwest Mission property due to my failure to use due care with respect to any such property, and/or for any injuries I or my minor child or any other person may suffer in any way relating to or arising from the failure of me or my minor child to use due care with respect to the Midwest Mission property, whether such use is performed on or off of Midwest Mission premises. In addition, I agree that Midwest Mission is not responsible or liable for any of my own personal effects and property which I may bring to the Midwest Mission premises, and that Midwest Mission assumes no responsibility to provide lock-up or security for any of my own personal property items. I release and waive any and all claims for liability for any loss of or damage to my personal property, and I agree to indemnify and to hold harmless Midwest Mission and its officers, directors, Board members, employees, volunteers, and agents in the event of

damage to or theft or loss of my personal property resulting from any source or cause. I further agree to abide by and obey any rules and regulations or policies of Midwest Mission with respect both to my property and that of Midwest Mission which may be in effect at the time of my volunteer activities.

4. **INDEMNITY AND HOLD HARMLESS.** I agree to indemnify and hold harmless and to defend Midwest Mission, and all of its officers, directors, Board members, employees, volunteers, and agents of and from any and all liabilities, claims of liability and causes of action whatsoever rising out of or relating to my performance of these volunteer activities, whether such volunteer activities are performed on or off of Midwest Mission premises and whether or not such liabilities, claims of liability and causes of action are caused by the negligence or other fault of Midwest Mission or its officers, directors, Board members, employees, volunteers, or agents.
5. **REPRESENTATIVES OF MINORS.** I certify that I have the appropriate parental release forms necessary to allow me to act on behalf of all minors in my group and, by my signature below, I certify that all minors in my group are and will be bound by the terms and conditions of this Assumption of Risk, Waiver & Release From Liability form. I understand that it is my responsibility and not that of Midwest Mission to verify these certifications.
6. **INSURANCE.** I understand that Midwest Mission does not carry insurance to cover losses or injuries I and/or my minor child may incur while performing the volunteer labor on behalf of Midwest Mission. I understand that it is my exclusive responsibility to procure and maintain basic health and accident insurance for myself and/or my minor child and I acknowledge that I have fulfilled this requirement. If I fail to procure and maintain basic health and accident insurance, I assume all risks, including all costs and expenses, and I agree to indemnify and hold harmless Midwest Mission for any expenses incurred due to any medical treatment I or my minor child receive and I promise to promptly reimburse Midwest Mission for any and all such expenses incurred.
7. **MEDICAL CARE.** I hereby give my consent for emergency or medical personnel to provide me (or my minor child) with emergency care, medical assistance and/or treatment because of any accident or medical emergency relating to the volunteer labor for Midwest Mission.
8. **PROMOTIONS & RECRUITMENT.** I consent to the use by Midwest Mission of photos and recordings of me and/or my minor child for promotion and volunteer recruitment.
9. **MY RIGHT TO WITHDRAW.** I understand that I may withdraw myself and/or my minor child from Midwest Mission at any time for any reason.
10. **ADDENDUM.** This Assumption of Risk, Waiver, and Release from Liability includes all addenda attached hereto.

By my signature below, I acknowledge and state that I have read and understand this Assumption of Risk, Waiver & Release From Liability, and Midwest Mission's current Safety Policy, and that I and/or my child agree to all the terms.

Printed Name of Volunteer \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_ Cell Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_

Signature of Volunteer or Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_