

Release and Waiver of Liability

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

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20__, by _____ (the "**VOLUNTEER**") in favor of The Jonnycake Center of Westerly, a nonprofit corporation, and its directors officers, employees, and agents.

The **VOLUNTEER** desires to work as a **VOLUNTEER** for The Jonnycake Center of Westerly and engage in the activities related to being a **VOLUNTEER** in the Thrift Store, Food Pantry or other special activities or events (Activities). The **VOLUNTEER** understands that the Activities may include lifting/carrying/moving furniture and other donated items, loading/unloading delivery vehicles in the Thrift Store and Food Pantry, stocking shelves in the Thrift Store and Food Pantry, and working in the sorting rooms and office spaces.

The **VOLUNTEER** hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **RELEASE AND WAIVER.** **VOLUNTEER** does hereby release and forever discharge and hold harmless The Jonnycake Center of Westerly and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity that arise or may hereafter arise from said **VOLUNTEER** Activities with The Jonnycake Center of Westerly.

VOLUNTEER UNDERSTANDS THAT THIS RELEASE DISCHARGES THE JONNYCAKE CENTER OF WESTERLY FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST THE JONNYCAKE CENTER OF WESTERLY WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM SAID VOLUNTEER'S ACTIVITIES IN THE JONNYCAKE CENTER OF WESTERLY, WHETHER CAUSED BY THE NEGLIGENCE OF THE JONNYCAKE CENTER OF WESTERLY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. VOLUNTEER ALSO UNDERSTANDS THAT THE JONNYCAKE CENTER OF WESTERLY DOES NOT ASSUME ANY RESPONSIBILITY FOR, OR OBLIGATION TO, PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE EVENT OF INJURY OR ILLNESS.

2. **MEDICAL TREATMENT.** **VOLUNTEER** does hereby release and forever discharge The Jonnycake Center of Westerly from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the said **VOLUNTEER**'Activities with The Jonnycake Center of Westerly.

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3. **ASSUMPTION OF THE RISK.** The **VOLUNTEER** understands that the Activities may involve work that may be hazardous to the **VOLUNTEER**, including, but not limited to lifting/carrying/moving furniture and other donated items, loading/unloading delivery vehicles in the Thrift Store and Food Pantry, stocking shelves in the Thrift Store and Food Pantry, and working in the sorting rooms and office spaces, and transportation to and from the work sites. **VOLUNTEER** hereby expressly and specifically assumes the risk of injury or harm in the Activities, and releases The Jonnycake Center of Westerly from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **INSURANCE.** The **VOLUNTEER** understands that, except as otherwise agreed to by The Jonnycake Center of Westerly in writing, The Jonnycake Center of Westerly 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.

5. **PHOTOGRAPHIC RELEASE.** **VOLUNTEER** does hereby grant and convey unto The Jonnycake Center of Westerly all right, title, and interest in any and all photographic images and video and/or audio recordings made by The Jonnycake Center of Westerly during the said **VOLUNTEER** Activities with The Jonnycake Center of Westerly including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Other.** **VOLUNTEER** expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Rhode Island. **VOLUNTEER** also agrees 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

IN WITNESS WHEREOF, **VOLUNTEER** has executed this Release as of the day and year written above.

VOLUNTEER: _____ **Witness:** _____

If under 18 years of age parent or guardian must sign:

Parent/Guardian:

Print Name: _____ Signature: _____

REV: April 2015