

SHIRTS ACROSS AMERICA

Volunteer Participant Agreement and Release of Liability Form

Full Name: _____ Age: _____

School/Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Emergency Contact: _____ Cell: _____

Allergies or Medical Concerns: _____

Medical Insurance Co: _____ Policy #: _____

Doctor's Name: _____ Doctor's Phone: _____

Please read before signing, as this constitutes the agreement as a participant in a Shirts Across America Immersion Trip. Please print all information clearly. **If you are under 18, please ALSO have a parent or guardian sign this agreement.**

In consideration of being permitted to participate in any way in the following described volunteer service and immersion trip with Shirts Across America ("Event"):

Shirts Across America: MidWinter Break Trip to New Orleans Dates: 2/15/20 – 2/22/20

Volunteer Coordinators: Habitat for Humanity, SBP, Youth Rebuilding New Orleans

Accommodations: St. Jude Comm. Center or other facility Ground Transportation: Mini-Van

Travel: Alaska Airlines or other Airline

SAA Contact Info: Randy Novak, Tia Young or Sara Hanson

NewOrleans@ShirtsAcrossAmerica.org OR (206) 212-1055

Agreement and Release of Liability of Participant:

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of the Event and that I am qualified, in good health, and in proper physical condition to participate in such Event. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Event.

2. I FULLY UNDERSTAND THAT: (a) EVENT ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Event, the condition in which the Event takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Event. I fully understand and agree that this AGREEMENT AND LIABILITY RELEASE is binding on my heirs, assigns and legal representatives.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SHIRTS ACROSS AMERICA, or its directors, agents, officers, members, volunteers, and employees, agents or other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Event takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this AGREEMENT AND LIABILITY RELEASE I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

4. I UNDERSTAND AND WILL ADHERE to any CODE OF CONDUCT presented to me by SHIRTS ACROSS AMERICA or the sponsoring school/organization I am associated with throughout the duration of the Event. I will follow all instructions or directives of ALL Event staff and adult volunteers, worksite supervisors and any other adult guiding me throughout the Event. I further understand that I am to abide by whatever rules and regulations may be in effect for the accommodations throughout the Event. I understand I am fully responsible for any legal responsibility which may result from any personal actions taken by me throughout the course of the event. I may be removed from the Event if any actions I take adversely effect others traveling with the group on the event. Should it be determined my actions constitute the need to end my participation in the Event prior to its scheduled conclusion, I will be responsible for paying all costs associated with sending me back to the originating city of the Event. This may include and is not limited to requiring an adult to physically fly to the city we are working in to pick me up for my early return home. I will be responsible for all expenses incurred by Shirts Across America due to my conduct, negligence loss, or damage.

5. CONSENT TO SEARCH, I authorize and give consent to Shirts Across America, and its staff, adult volunteers, worksite supervisors and any other adult officially involved with the Event to search any property of mine and any property in my possession if at any time there is any question regarding compliance with any code of conduct of Shirts Across America or the sponsoring school/organization with which I am associated or compliance with any instructions

or directives of Event staff or adult volunteers, worksite supervisors or any other adult officially involved with the Event or compliance with any rules and regulations that may be in effect for accommodations for the Event.

6. I UNDERSTAND that Shirts Across America is not responsible or liable for my personal effects and property and that they will not provide lock up or security for any items. I will hold Shirts Across America harmless in the event of theft or for loss resulting from any source or cause.

7. I DO HEREBY GRANT AND CONVEY to Shirts Across America all rights, title and interest in any and all photographic images, video or audio recordings made by Shirts Across America during the Event, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

8. I ACKNOWLEDGE that upon signing, this is a legally binding document and should any portion of this AGREEMENT AND LIABILITY RELEASE be judicially determined invalid, voidable or unenforceable, for any reason, such portion of this AGREEMENT AND LIABILITY RELEASE shall be severable from the remaining portions herein and the invalidity, voidability or unenforceability thereof shall not affect the validity, effect, enforceability or interpretation of the remaining provisions of this AGREEMENT AND LIABILITY RELEASE.

I HAVE CAREFULLY READ THIS ASSUMPTION AND RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Student or Adult Volunteer

_____ Date: _____

Signature of **Student or Adult Volunteer**

 Print Name of **Student or Adult Volunteer**

**IF YOU ARE UNDER 18 YEARS OF AGE,
PARENTS MUST SIGN THE
CONSENT, RELEASE AND INDEMNIFICATION BY PARENT/GUARDIAN
ON THE NEXT PAGE**

--MORE--

Consent, Release and Indemnification by Parent/Guardian

If you desire _____ ("Child") the son/daughter/individual under your guardianship, to participate in this particular event, please sign and the following statement of consent and release of liability.

I hereby consent to participation by _____, the Child under my guardianship, in the Event described above. I understand that such an undertaking involves an element of risk. I understand the nature of the Event activities, travel involved, and the Child's experience and capabilities, and believe the Child to be qualified, in good health and in proper physical condition to participate in the Event. I assume all risks and hazards incidental to such participation and do hereby release, absolve, indemnify, and agree to hold harmless Shirts Across America, and its board members, employees, staff, volunteers, agents and drivers from any and all liability, claims, demands, losses or damages whatsoever arising out of or relating to the Child's participation in the Event activities. I also give consent for emergency medical treatment if necessary.

CONSENT TO SEARCH, I authorize and give consent to Shirts Across America, and its staff, adult volunteers, worksite supervisors and any other adult officially involved with the Event to search any property of my Child and any property in their possession if at any time there is any question regarding compliance with any code of conduct of Shirts Across America or the sponsoring school/organization with which my Child is associated or compliance with any instructions or directives of Event staff or adult volunteers, worksite supervisors or any other adult officially involved with the Event or compliance with any rules and regulations that may be in effect for accommodations for the Event.

As parent and guardian, I remain fully legally responsible for any liability, claims, demands, losses or damages whatsoever arising out of or relating acts by the named Child and agree to indemnify and hold Shirts Across America, and its board members, employees, staff, volunteers, agents and drivers harmless therefrom. Finally, the Child and I have read, understand, and agree to be bound to all the terms and conditions of the Volunteer Participant Liability Release Form to which this is attached.

Dated this _____ day of _____, 2019

Signature of **Parent/Guardian**

Print Name of **Parent/Guardian**