

Together Initiative Day of Caring Event Waiver

This Together Initiative Network Day of Caring Release and Waiver of Liability (the "Release") is executed on April 22, 2017, by _____ (the "Volunteer"), in favor of The Factory Ministries, its officers, directors, employees, agents, donors, volunteers, member agencies and any other organization, corporation, entity, or Lancaster county resident with which The Factory Ministries partners to produce a project as part of the Together Initiative Network Day of Caring.

The Volunteer desires to work as a volunteer for The Factory Ministries and is aware of the wide range of activities associated with volunteering for the Together Initiative Network Day of Caring and has made a voluntary choice to engage in these activities.

The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. *Waiver and Release.* In consideration of being permitted to participate in the Together Initiative Network Day of Caring, Volunteer agrees to release and forever discharge and hold harmless the The Factory Ministries, its successors and assigns, collectively or individually, 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 Volunteer's work as part of the Together Initiative Network Day of Caring. This includes all work being undertaken at any project site including but not limited to, The Factory Ministries member agencies, other non-profit organizations, residents who are having work undertaken at their private homes, and any other party having a legal interest in the property on which Together Initiative Network Day of Caring projects/events take place.

Volunteer acknowledges that this Release forever discharges The Factory Ministries from any and all liability, claim or cause of action that the Volunteer may have against The Factory Ministries with respect to any bodily injury, personal injury, illness, loss, death or damage to personal property that may result directly or indirectly from Volunteer's work relating to the Together Initiative Network Day of Caring. Volunteer also acknowledges that The Factory Ministries does not assume any responsibility for or obligation to provide financial assistance or any other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness to the Volunteer arising from the Together Initiative Network Day of Caring.

2. *Medical Treatment.* Except as otherwise agreed to by The Factory Ministries in writing, Volunteer does hereby release and forever discharge The Factory Ministries from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, medical care or service rendered in connection with the Volunteer's work relating to the Together Initiative Network Day of Caring.

3. *Assumption of Risk.* The Volunteer acknowledges that the work undertaken as part of the Together Initiative Network Day of Caring may include activities that may be hazardous to the Volunteer. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases The Factory Ministries from any and all liability for injury, illness, death or property damage resulting from the Volunteer's activities relating to the Together Initiative Network Day of Caring.

4. *Insurance.* The Volunteer acknowledges that The Factory Ministries does not carry or maintain health, medical or disability insurance coverage for any volunteer. EACH VOLUNTEER IS ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL AND/OR HEALTH INSURANCE COVERAGE.

5. *Photographic Release.* Volunteer agrees to and permits The Factory Ministries to take photographic images and video and audio recordings of him/her during his/her work relating to the Together Initiative Network Day of Caring. Volunteer also grants and conveys to The Factory Ministries all rights, titles and interests in said photographic images and video and audio recordings, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. Volunteer further consents to and authorizes The Factory Ministries to use and reproduce said photographic images, video and audio recordings and to circulate and publicize the same by all means, including but not limited to, newspapers and other print media, television media, brochures, pamphlets, marketing materials and websites.

6. *Other.* Volunteer expressly agrees that this Release is intended to be as broad and inclusive. Volunteer 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 in full force and effect.

7. *Effective Date.* This Release shall be effective immediately upon execution and shall cover any and all work Volunteer performs before, during and after April 22, 2017, in relation to their assigned project and the Together Initiative Network Day of Caring.

By Registering, Volunteer/Volunteer's Parent/Guardian has read and understood this Release and all of its terms and conditions and has executed this Release as of the day and year first above written.