



**LEGACIES  
OF SUCCESS**

## **Volunteer – Waiver and Release of Liability**

**RELEASE AND WAIVER.** In consideration of the risk of injury while volunteering with Legacies of Success CDC (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Legacies of Success CDC, located at PO Box 4856, Akron, Ohio 44310, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity, including travel to, from and during this activity.

I agree to indemnify and hold harmless Legacies of Success CDC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Legacies of Success CDC incurs any of these types of expenses, I agree to reimburse Legacies of Success CDC. I acknowledge that Legacies of Success CDC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Legacies of Success CDC.

**TRANSPORTATION AND MEDICAL TREATMENT.** The Volunteer consents to the use of first-aid treatment, and the use of generic and over-the-counter medications and treatments, as directed by manufacturer labels, whether administered by Legacies of Success CDC or first-aid personnel. In an emergency, Legacies of Success may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, the Volunteer authorizes Legacies of Success CDC to act as an agent for the Volunteer to consent to any examination, testing, x-rays, or medical, dental, or surgical treatment for the Volunteer as advised by a physician, dentist, or other healthcare provider. This includes but is not limited to the Volunteer's assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other healthcare treatment or procedure as advised by a physician, dentist, or other healthcare provider. The Volunteer also authorizes Legacies of Success CDC to arrange for transportation for the Volunteer as deemed necessary and appropriate in their discretion. The Volunteer does hereby release, forever discharge, and hold harmless Legacies of Success CDC from any liability, claim, demand, and action whatsoever which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response, or service rendered in connection with the Volunteer's Activities with Legacies of Success CDC.

**PHOTOGRAPHIC / RECORDING RELEASE.** I grant and authorize Legacies of Success CDC the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me to be used in and/or for legally promotional materials including, but not limited to, newsletters, flyers, posters,

brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing.

I acknowledge that I have carefully read this document and fully understand that it is a release of liability. I expressly agree to release and discharge Legacies of Success CDC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, and representatives from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against Legacies of Success CDC for personal injury or property damage.

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I, the undersigned Volunteer, am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Volunteer's Name: \_\_\_\_\_

Volunteer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In the event of an emergency, please contact the following person:

**Emergency Contact Information**

Emergency Contact Name: \_\_\_\_\_

Relationship to Volunteer: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the Volunteer is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian's Name: \_\_\_\_\_

Relationship to Volunteer: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_