

## Mission Lexington Release and Waiver of Liability

This **Release and Waiver of Liability** (the "Release") is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, an individual whose address as of the date of executing this Release is \_\_\_\_\_, (hereinafter "Volunteer"). Volunteer desires and offers to provide, on a strictly volunteer, non-compensation basis and **not as an employee**, certain services to or for the benefit of, MISSION LEXINGTON, a South Carolina non-profit corporation ("MISSION LEXINGTON"), subject to the terms and conditions of this Release; and Mission Lexington accepts Volunteer's offer to provide such volunteer services also subject to the terms and conditions of this Release, as follows:

1. **WAIVER AND RELEASE.** Volunteer, for him/herself and his/her heirs, estate, representatives, successors and assigns, release and forever discharge and hold harmless Mission Lexington and its officers, directors, employees, agents, and assigns, individually and collectively, and its and their respective successors, insurers and assigns, from any and all liability, claims, allegations, suits and demands of whatever kind or nature, either at law or in equity, arising from or related to the services provided by Volunteer to or for MISSION LEXINGTON. **Volunteer understands and acknowledges that this Release discharges MISSION LEXINGTON from any liability or claim that Volunteer may have against MISSION LEXINGTON, however and wherever asserted, with respect to bodily injury (including death), personal injury, illness, or property damage actually or allegedly resulting from, related to, or arising out of, the services provided by Volunteer to or for MISSION LEXINGTON, whether or not on MISSION LEXINGTON property, and including but not limited to loss or damage while in the course of operating MISSION LEXINGTON vehicles or equipment.**

2. **STATUS OF PARTIES.** Volunteer acknowledges that the scope of Volunteer's relationship with MISSION LEXINGTON is solely as a volunteer and that (i) no monetary or other compensation is expected or will be provided in return for the services provided by Volunteer; and (ii) MISSION LEXINGTON will not provide, nor does Volunteer expect, any salary, wages or benefits which are or may in the future be extended to MISSION LEXINGTON' regular employees, including but not limited to medical, life and disability insurance.

3. **INSURANCE.** Volunteer acknowledges that his/her personal insurance coverage, if any, shall be primarily and solely liable in the event of any sickness, bodily injury (including death) or property damage to Volunteer or Volunteer's property, or to any third party, including damage to MISSION LEXINGTON property, caused by Volunteer or which arise out of or are related to Volunteer's services to or for MISSION LEXINGTON. No insurance of MISSION LEXINGTON shall apply to any claim for damages either directly or by contribution or subrogation.

4. **EMERGENCY MEDICAL TREATMENT.** Volunteer authorizes MISSION LEXINGTON to provide or arrange for first-aid or emergency medical treatment, including but not limited to transportation to medical facilities, in the event of a medical emergency while in the course of providing volunteer services. Volunteer expressly releases and forever discharges MISSION LEXINGTON from any claim or liability whatsoever in connection with such first-aid treatment or other medical services rendered or provided.

5. **FITNESS FOR SERVICE/ASSUMPTION OF RISK.** Volunteer represents and warrants that he/she is aware of the scope of the tasks, duties, activities and risks involved with being a Volunteer at MISSION LEXINGTON, and understands that such tasks may include activities which may be hazardous, including, but not limited to, lifting, moving, and sorting of items in a donation center. Volunteer represents that he/she is fit and capable to perform such tasks and expressly assumes the risk of any bodily injury or harm which may arise from such activities.

6. **Photographic Release.** Volunteer grants and convey to MISSION LEXINGTON an irrevocable right, title, and interest in any and all photographs, images, video, or audio recordings of Volunteer or his/her likeness or voice made by MISSION LEXINGTON in connection with providing volunteer services to MISSION LEXINGTON.

7. **SCOPE and CHOICE OF LAW.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. In the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. Any claims arising out of this Release shall be brought exclusively in the courts of competent jurisdiction in and for Lexington County, South Carolina.

By signing below, I acknowledge that I have read, understand, and enter into this Release willingly and voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***\*\*If volunteer is under the age of 18, a parent or guardian must sign and date form agreeing to above conditions for their minor\*\****