

## **VOLUNTEER WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in cemetery maintenance and clean up (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 entire into this waiver and release of liability and herby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do herby release and forever discharge Descendants of Olivewood, Inc., located at P.O. Box 70644, Houston, Texas, 77270, 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, temporary or permanent disability (including 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.

Assumption of Risk. I am aware of the risks associated with traveling to and from as well as participating in the Activity, and I am voluntarily participating in the aforementioned Activity entirely at my own risk. I understand that injuries or outcomes may arise from my own or others' negligence, or conditions related to the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I acknowledge that this Activity may involve a test of a person's physical limits and may carry with it the potential for property loss, serious injury, or death. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators, event officials, and/or producers of the event.

Volunteer Position. I understand that the scope of my relationship with Descendants of Olivewood, Inc. is a volunteer position and that no compensation is expected in return for services provided. I further acknowledge that Descendants of Olivewood, Inc. does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. In the event that I should require medical or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

Liability. I agree to indemnify and hold harmless Descendants of Olivewood, Inc. 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 Descendants of Olivewood, Inc. incurs any of these types of expenses, I agree to reimburse Descendants of Olivewood, Inc. I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Descendants of Olivewood, Inc. and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, 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 a legal action against Descendants of Olivewood, Inc. for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Descendants of Olivewood, Inc., its agents, and employees. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Photographic Release. I grant and convey to Descendants of Olivewood, Inc. all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Descendants of Olivewood, Inc. in connection with my providing volunteer services to Descendants of Olivewood, Inc.

This Agreement was entered into without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_, and Descendants of Olivewood, Inc. agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	Contact Relationship	Contact Telephone

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I 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.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PARENT/ GUARDIAN WAIVER FOR MINORS**

If the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian.

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 Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_