**RELEASE AND WAIVER OF LIABILITY**

Cy-Fair Women’s Club (“CWC”)

September 2019

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Student Volunteer Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_School**

Last name, First Name

Please Circle Age of Student Volunteer: (if minor) 15 16 17

**Please read carefully! This is a legal document that affects your legal rights!**

For the purposes of this agreement, the **CWC** refers to the Cy-Fair Women’s Club. **Student Volunteer** refers to the individual volunteering with the CWC and the Student Volunteer’s parent or guardian if the volunteer is less than 18 years of age. The Student Volunteer named above desires to work as a volunteer for the CWC, a nonprofit corporation and engage in the activities related to being a volunteer at the Shop Til You Drop craft show event at the Berry Center on September 13 & 14, 2019. These activities will include carrying, loading, or unloading merchandise for the vendors that are participating in Shop Til You Drop show and using/pushing dollies and/or flatbed carts.

The Student Volunteer freely, voluntarily, and without duress executes this Release under the following terms:

**RELEASE AND WAIVER**: The Student Volunteer releases and forever discharges and holds harmless the CWC from any and all liability or claims that the Volunteer (or the Volunteer’s heirs or assigns) may have against the CWC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Student Volunteer’s activities with the CWC. THE STUDENT VOLUNTEER UNDERSTANDS AND ACKNOWLEDGES THAT THE CLAIMS BEING RELEASED HEREIN INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED ON OR IN ANYWAY RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CWC OR ITS OFFICERS, DIRECTORS, OR AGENTS. The Student Volunteer also understands that the CWC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. The Student Volunteer releases and forever discharges the CWC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in collection with the Volunteer’s activities with the CWC.

**ASSUMPTION OF RISK**: The Student Volunteer understands the nature of the activities described above, and expressly and specifically assumes the risk of injury or harm in these activities.

**INSURANCE**: The Student Volunteer understands that the CWC does not carry health, medical, or disability insurance for its volunteers. Each Student Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**PHOTOGRAPHIC RELEASE**: The Student Volunteer grants and conveys to the CWC all right, title, and interest in any and all photographic images and video or audio recordings made by the CWC during the Volunteer’s activities with the CWC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**TEXAS LAW:** The Student Volunteer expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that it shall be governed and interpreted in accordance with the laws of the State of Texas. Furthermore, the Student Volunteer expressly agrees that if any one or more of the provisions contained in this Release and Waiver of Liability are held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release of Liability, which shall otherwise continue to be enforceable.

**Emergency Contact Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Emergency Contact Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Relationship to Student Volunteer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Allergies to medicine/special needs:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**STUDENT VOLUNTEER/PARENTAL PERMISSION TO PARTICIPATE**

**By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily, and give my permission for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to participate as a Student Volunteer.**

**Student Volunteer Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Parent Signature (required if Volunteer under age 18):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_**