

**RELEASE AND WAIVER OF LIABILITY**  
**Friends of the Kids, Corp.**

**THIS RELEASE AND WAIVER OF LIABILITY** (the “Release”) executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the “Volunteer”) in favor of **FRIENDS OF THE KIDS, CORP**, an Arizona not-for-profit and 501(c)(3) corporation (“**FOTK**”), their respective officers, directors, employees, volunteers, and agents (hereinafter, the “**RELEASED PARTIES**”).

**IN CONSIDERATION OF THE VOLUNTEER BEING ABLE** to serve as a volunteer for FOTK in any activity which would include but not be limited to participation in FOTK programs, or any other volunteer program created by FOTK for the maintenance, improvement, or work in or upon chosen facilities, or any other related FOTK activity, the undersigned Volunteer does hereby freely, willfully, and without duress execute this Release and Waiver of Liability under the following terms:

**1) WAIVER AND RELEASE:** Volunteer does hereby release and forever discharge and hold harmless FOTK, their respective officers, directors, employees, volunteers, and agents, and their successors and assigns from any and all liability and claims, demands, rights of action, or actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from the Volunteer’s activities with FOTK. Volunteer understands and acknowledges that the execution of this Release discharges and will discharge FOTK from any liability or claim that the Volunteer may have against FOTK with respect to any bodily injuries, personal injuries, illnesses, death, or property damage which may result from Volunteer activities with FOTK. Volunteer further understand that FOTK assumes no responsibility for and is not obligated in any way to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death or damage. Volunteer agrees to hold harmless and indemnify FOTK from any legal matter, lawsuit, or litigation arising from this volunteer relationship.

**2) MEDICAL TREATMENT:** Volunteer and/or guardian does hereby further release and forever discharge FOTK, their respective officers, directors, employees and agents from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s activities with FOTK. Volunteer understands and acknowledges that the execution of this Release will release FOTK from any financial or other assistance in the event of injury, or death, or property damage. **All volunteers are encouraged and expected to maintain their own medical and health insurance.**

**3) ASSUMPTION OF THE RISK:** Volunteer recognizes and understands that the activities with FOTK shall include, but is not limited to, inherently hazardous activities such as working in a potentially dangerous environment, pulling weeds, picking up trash and debris, dealing with graffiti and damaged property, loading and unloading, assembly, and transportation to and from the volunteer work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these situations and releases and discharges FOTK from and waives any and all liability for any injury, illness, death, or property damage resulting from the activities of the Volunteer with FOTK.

**4) INSURANCE:** All volunteers are expected and encouraged to arrive with their own health insurance plans in effect.

**5) OTHER:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Arizona.

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 hereof which shall continue to be enforceable.

Volunteer hereby grants and conveys to FOTK all right, title, and interest in any and all photographic images and/or video or audio recordings made by FOTK during the Volunteer's activities with FOTK, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer understands that FOTK is not agreeing to employ said Volunteer, and that no employer/employee relationship exists between the parties. Volunteer understands this is the complete and only agreement between the parties.

**IN WITNESS WHEREOF,** Volunteer has executed this Release as of the day and year first above written.

**VOLUNTEER:**

PRINT NAME: \_\_\_\_\_ SIGN: \_\_\_\_\_

DATE OF BIRTH (minors): \_\_\_\_\_ PHONE#: \_\_\_\_\_

If volunteer is a minor (under the age of 18), parent/guardian signature is required. If Volunteer is under the age of 18, reasonable supervision by an adult (person age 21 or over) is required.

GUARDIAN: \_\_\_\_\_ PHONE#: \_\_\_\_\_