## blessings abound accident waiver & release form

10325 Metcalf Avenue - Overland Park, KS 66212 - 913-648-0700 www.blessingsaboundkc.org - Tony Whitter

HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING FOR PART-NERS PEOPLE IN PROGRESS D.B.A. BLESSINGS ABOUND THRIFT STORE. 10325 Metcalf Avenue - Overland Park, KS 66212 - 913-648-0700, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the staff, board, and volunteers of Blessings Abound Thrift Store in activities in which I may participate, and that it will govern my actions and responsibilities at Blessings Abound Thrift Store and related events/activities.

In consideration of my application and permitting me to participate as a volunteer, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from Blessings Abound Thrift Store or its activities. THE FOLLOWING ENTITIES OR PER-SONS: Partners People in Progress D.B.A. Blessings Abound Thrift Store and/or their directors, officers, employees, volunteers, representatives, agents, the activity or event holders, activity or event sponsors, activity or event volunteers, as well as the churches and agencies associated with Partners People in Progress D.B.A. Blessings Abound Thrift Store.
- (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that the Partners People in Progress D.B.A. Blessings Abound Thrift Store and their directors, officers, volunteers, representatives, agents, churches and agencies are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the Partners People in Progress D.B.A. Blessings Abound Thrift Store.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for personal injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, customers, event officials, and event monitors, and/or producers of the event. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness while volunteering at Blessings Abound or its events/activities. I understand that while at Blessings Abound or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Partners People in Progress D.B.A. Blessings Abound Thrift Store, event holders, producers, sponsors, organizers, assigns, churches and affiliated agencies.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name, Age, Signature, Date (if under 18 years old, Parent or guardian must also sign)

## PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation at Blessings Abound Thrift Store and its related events/activities, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, personal injury or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name, Age, Signature of Parent or Guardian, Date