



Restore 22 Volunteer Release and Waiver of Liability

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

1. I acknowledge that I have voluntarily applied to Restore 22 to participate as a Restore 22 volunteer in activities at various locations within the United States (collectively, the "Volunteer Activities").
2. **Waiver.** As consideration for being permitted by Restore 22 to participate as a Restore 22 volunteer in the Volunteer Activities and to use any equipment or facilities in connection with my participation, I, on behalf of myself, my assigns, heirs, distributees, guardians, and legal representatives, do hereby agree that I will not make any claim against or sue Restore 22, its affiliates, its licensees, or any of their respective present and former officers, directors, employees, volunteers, independent contractors, agents, insurers, successors and assigns (collectively, the "Released Parties"), for any injury, illness, disease, disability, death and/or damages arising out of, resulting from, or in any way related to my participation in any Volunteer Activities or the negligence or other actions, including, but not limited to, first aid or other treatment, by any of the Released Parties.
4. **Release.** I hereby release Restore 22 and all Released Parties from all actions, claims, and/or demands that I, my assigns, heirs, distributees, guardians and legal representatives now have or may hereafter have for injury, illness, disease, disability, death and/or damages arising out of, resulting from, or in any way related to my participation in any Volunteer Activities.
5. **Insurance.** I understand that Restore 22 does not carry or maintain health or disability insurance coverage for any volunteer. Each volunteer is expected and encouraged to have his or her own health insurance coverage.
6. **Governing Law.** I hereby expressly agree that this Restore 22 Volunteer Release and Waiver of Liability ("Release") is intended to be as broad and inclusive as permitted by the laws of the state in which I perform my Volunteer Activities, and that this Release shall be governed by and interpreted in accordance with the laws of such state. I hereby agree that in the event that any clause in this Release is made invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and said provisions shall continue to be enforceable.
7. **No Compensation.** I understand that I am to receive no payment for services with Restore 22. I am not an employee. I will not be entitled to nor will I receive Worker's Compensations benefits or other similar payments from Restore 22 in the event that I am injured and/or become ill.
8. **Name and Likeness Release.** I hereby consent to Restore 22 photographing me, filming me, and recording my voice in connection with my providing volunteer services to Restore 22. I hereby grant the Restore 22, its affiliates, and its licensees the right to edit, copy, reproduce, incorporate, license, distribute, publicly display, and otherwise use such images, videos, and recordings, as well as my name and likeness, in any lawful manner, including, but not limited to, advertising, promotional, marketing, fundraising, stewardship, and educational purposes, in any format, media, or technology (now known or hereafter invented), an unlimited number of times, in perpetuity, throughout the world, without payment or compensation to myself or any third parties. To the extent permitted under applicable law, I hereby waive,

release, and covenant not to assert any rights, title, or interest that I may have in such images, videos, and recordings (including, but not limited to, any privacy or publicity right). I hereby waive any right that I may have to inspect and/or approve the finished product in connection with the Restore 22 use of my name, likeness, or any such images, videos, and recordings. I hereby release Restore 22, its affiliates, and its licensees, and each of their respective officers, directors, employees, volunteers, shareholders, independent contractors, legal representatives, agents, successors, and assigns, from any and all claims, damages, or liabilities which may arise out of such use, reproduction, or distribution.

9. **Volunteer-Generated Content License.** If I choose to submit, via any manner (e.g., electronic mail, postal mail, in-person, or via social media), any photographs, videos, or audio recordings to Restore 22, then I understand that I grant Restore 22, its affiliates, and licensees the right to edit, copy, reproduce, incorporate, license, distribute, publicly display, or otherwise use the same, or any portions, reproductions, derivations, compilations, or versions thereof, in any lawful manner, including, but not limited to, fundraising appeals, stewardship messages, and marketing and promotional materials, in any format, media, or technology (now known or hereafter invented), an unlimited number of times, in perpetuity, throughout the world, without payment or compensation to myself or any third parties. In submitting such content to Restore 22, I waive, release, and covenant not to assert any rights, title, or interest that I may have in the content (including, but not limited to, any privacy or publicity right, intellectual property right, or right to inspect and/or approve the manner in which the content is used). I represent and warrant that I own or have the right to use and permit Restore 22 to use such content in the manner(s) stated above, and that such content does not infringe any copyright, trademark, other intellectual property, proprietary, privacy, or publicity right of any third party. I further represent and warrant that I shall obtain written authorization(s) to share such content with Restore 22 from any and all recognizable persons appearing in the content, and shall provide such authorization(s) to Restore 22 upon request. I agree to indemnify and hold harmless Restore 22, its affiliates, licensees, and each of their respective officers, directors, employees, volunteers, shareholders, legal representatives, agents, successors, and assigns, from and against any claims, losses, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) that may arise out of any use of the content, or due to a breach of any of my foregoing representations or warranties.

I have carefully read this Release, and I fully understand its contents. I am aware that this is a release and waiver of liability, and a contract between me and Restore 22. I accept the terms of this Release of my own free will. The term of this Release is indefinite. By signing below I acknowledge that I have read and accept the terms of the Restore 22 Volunteer Release and Waiver of Liability.

Signature: _____

Printed Name: _____

Date: _____