

North Street Mission

Trinity United Church of Christ 150 E. North St. Wooster, Ohio 44691

Waiver Form

This is a Release and Waiver of Liability (the "Release") executed on this date, _____ date _____

By (the "Volunteer") _____ Name _____ and, if a minor, in conjunction with _____ Name _____

the parent having legal custody or the legal guardian of the volunteer, in favor of North Street Mission and Trinity United Church of Christ of Wooster Ohio, together with their respective directors, officers and employees, agents and other volunteers (collectively referred to as "Trinity").

The Volunteer desires to serve as a volunteer for Trinity and engage in the activities related to being a volunteer (the "Activities").

The Volunteer understands that the Activities may include working in soup kitchens, construction, deconstruction, rehabilitating buildings, working in the communities, working at special events, experiences to encounter in and around Wooster, Ohio. Groups will be housed on the 3rd floor of Trinity.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the terms below:

1. Release and Waiver

Volunteer shall indemnify, defend and save harmless Trinity from and against any and all loss, costs, expenses, liability, damages and attorney's fees, expenses and costs of investigation arising from or out of any claim based upon any action by any third party in contravention of the terms and conditions of this Release. Volunteer does hereby release and forever discharge and hold harmless Trinity and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either law or in equity, which arise or may hereafter arise from Volunteer's Activities with Trinity. Volunteer understands that this Release discharges Trinity from any liability or claim that the Volunteer may have against Trinity with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Trinity, whether caused by the negligence of Trinity or it's officers, directors, employees, or agents or otherwise. Volunteer also understands that Trinity 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.

2. Medical Treatment

Volunteer does hereby release and forever discharge Trinity 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 Trinity, or with the decision by any representative or agent of Trinity to exercise the power to consent to medical or dental treatment as such power may be granted and authorized.

3. Assumption of Risk

The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, equipment operation, and transportation. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Esperanza from all liability for injury, illness, death or property damage resulting from the Activities.

4. Insurance

The Volunteer understands that Trinity does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical, health and disability insurance coverage. Group should carry it's own liability insurance and provide a "Certificate of Liability Insurance."

5. Photographic Release

Volunteer does hereby grant and convey unto Trinity all right, title and interest in any and all photographic images and video or audio recordings made by Trinity during the Volunteer's Activities with Trinity, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. 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 of this Release which shall continue to be enforceable.

By signing below, the Volunteer and, if a minor, the parent/guardian, has read, understood, and executed this Release.

_____ date _____ signature of volunteer _____ print name

_____ date _____ signature of parent/legal guardian _____ print name

Address: _____ City: _____ State: _____ Zip: _____

Day Phone: _____ - _____ Evening Phone: _____ - _____ Cell Phone: _____ - _____

Complete this form. Print, sign and bring with you to give to Trinity staff upon arrival.