

## Release and Waiver of Liability for Minors

### PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by \_\_\_\_\_, a minor child (the "volunteer"), and \_\_\_\_\_, the parent having legal custody and/or the legal guardian of the volunteer (the "guardian"), in favor of Community Action Agency of Delaware County, Inc., a nonprofit corporation, its directors, officers, affiliates, employees, and agents (collectively, "CAADC").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for CAADC and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and the Guardian understand that the Activities may include constructing and rehabilitating residential buildings, working in the CAADC offices, and/or living in housing provided for volunteers of CAADC.

The Volunteer and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

**Release and Waiver.** Volunteer and Guardian do hereby release and forever discharge and hold harmless CAADC and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with CAADC.

Volunteer and Guardian understand that this Release discharges CAADC from any liability or claim that the Volunteer or Guardian may have against CAADC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with CAADC, whether caused by the negligence of CAADC or its officers, directors, employees, or agents or otherwise. Volunteer and Guardian also understand that CAADC 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.

It is the policy of CAADC that children under the age of 14 not be allowed on a CAADC worksite while there is construction in progress. It is further the policy of CAADC that, while children between the ages of 16 and 18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.

**Medical Treatment.** Volunteer and Guardian do hereby release and forever discharge CAADC 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 CAADC or with the decision by any representative or agent of CAADC to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

**Assumption of the Risk.** The Volunteer and Guardian understand that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in the Activities and release CAADC from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** The Volunteer and Guardian understand that, except as otherwise agreed to by CAADC in writing, CAADC 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 or health insurance coverage.

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

**Other.** Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Pennsylvania, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania. 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.

I FURTHER AGREE THAT I HAVE READ AND UNDERSTOOD ALL PROVISIONS OF THIS RELEASE AGREEMENT.

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

Witness:  
  
\_\_\_\_\_

Volunteer:  
  
\_\_\_\_\_

Witness:  
  
\_\_\_\_\_

Parent/Guardian:  
  
\_\_\_\_\_

Parent/Guardian Address:  
  
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\_\_\_\_\_

Volunteer Address:  
  
\_\_\_\_\_  
\_\_\_\_\_

Parent/Guardian Phone(H):  
  
\_\_\_\_\_

Volunteer Phone (if different):  
  
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