



The East Biloxi Coordination, Relief & Redevelopment Agency

COORDINATION CENTER

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the “Release”) executed today by the Volunteer and the Guardian, (if Volunteer is a minor child) in favor of East Biloxi Coordination, Relief and Redevelopment Agency or EBCRRA, a nonprofit corporation, and its directors, officers, employees, and agents (collectively, EBCRRA) states:

The Volunteer (and Guardian) desires to work as a volunteer for EBCRRA and engage in the activities related to being a volunteer (the “Activities”). EBCRRA strongly recommends that each organization/individual secure adequate group and/or organizational liability insurance prior to arrival on EBCRRA work sites.

The Volunteer (and Guardian) understands that the Activities may include constructing and rehabilitating residential buildings or working in EBCRRA offices. The Volunteer (and Guardian) hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. Volunteer (and Guardian) does hereby release and forever discharge and hold harmless EBCRRA 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 EBCRRA.

Volunteer (and Guardian) understands that this Release discharges EBCRRA from any liability or claim that the Volunteer (or Guardian) may have against EBCRRA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities with EBCRRA, whether caused by the negligence of EBCRRA or its officers, directors, employees, or agents or otherwise. Volunteer (and Guardian) also understands that EBCRRA 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 EBCRRA that children under the age of 14 not be allowed on EBCRRA work sites while there is construction in progress. It is further the policy of EBCRRA that, while children between the ages of 16 and 18 may be allowed to participate in certain aspects of construction work, some activities will exclude anyone under the age of 18.

Medical Treatment. Volunteer (and Guardian) does hereby release and forever discharge EBCRRA 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 EBCRRA or with the decision by any representative or agent of EBCRRA 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 Risk. Volunteer (and Guardian) understands that the Activities include work that may be hazardous (that is, that can cause serious physical injury or death) to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer (and Guardian) agrees to work with full knowledge of the dangers and potential injuries involved. Volunteer (and Guardian) hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases EBCRRA from all liability for injury, illness, death, or property damage resulting from the Activities and/or Volunteer's negligence. Volunteer (and Guardian) also agrees to indemnify EBCRRA for any injury they cause another.

Insurance. Volunteer (and Guardian) understands that, except as otherwise agreed to by EBCRRA in writing, EBCRRA does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. EBCRRA maintains commercial general liability insurance, which may or may not apply to specific circumstances. EBCRRA strongly recommends that each organization/individual secure adequate group and/or organizational liability insurance prior to arrival on EBCRRA work sites.

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

Other. Volunteer (and Guardian) expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Mississippi, and that this Release shall be governed by and interpreted in accordance with the laws of said state. Volunteer (and Guardian) agrees that if there is any dispute with EBCRRA, it will be resolved by binding arbitration in the State of Mississippi, based upon the rules of the American Arbitration Association and Mississippi law. Volunteer (and Guardian) 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.

IN WITNESS WHEREOF, Volunteer (and Guardian) has/have executed this Release this, the ___ day of _____, 20__.

Signature of Volunteer

Signature of Parent Having Legal Custody
and/or Legal Guardian

Print Name

Signature of Witness

Date

Emergency Contact Name and Phone Number