

KOKORO CENTER FOR ART AND ECOLOGY

PARQUE MADERAS VIVENDAS

VOLUNTEER RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT



FOR VOLUNTEER or EMPLOYEE

This is a Release and Waiver of Liability (the “Release”) executed on this date, _____, by _____ (the “Volunteer”), and, if applicable, in conjunction with _____, (if applicable) the parent having legal custody or legal guardianship of the volunteer, in favor of Parque Maderas, Center for Art and Ecology, their owners, directors, officers, employees, and agents. (Collectively known as “Kokoro, Center for Art and Ecology, and/ or Parque Maderas Viviendas”)

The Volunteer desires to work as a volunteer for Kokoro, Center for Art and Ecology, Parque Maderas Viviendas and engage in the activities related to being a volunteer (the “Activities”). The Volunteer understands that the Activities may include construction, deconstruction, teaching, driving, working in the office, and working at special projects and/or.

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

1. In consideration for receiving permission to participate as a volunteer, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Kokoro, Center for Art and Ecology, Parque Maderas Viviendas, their officers, owners, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all **liability**, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to travel risks and/or. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, **liability**, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. I understand that Parque Maderas Viviendas DOES NOT MAINTAIN ANY INSURANCE POLICY covering any circumstance arising from my participation as a volunteer, in this event or any activity associated with or facilitating that participation. Thus, the Volunteer understands that, Kokoro, Center for Art and Ecology, Parque Maderas Viviendas does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. As such, I am aware that I should review my personal insurance portfolio. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.
5. It is my express intent that this **Waiver of Liability** and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, **WAIVER**, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this **Waiver of Liability** and Hold Harmless Agreement shall be

construed in accordance with the laws of the State of Texas.

6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing **Waiver of Liability** and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this day of _____, 200 ____.

By signing below, the Volunteer and, if applicable, the parent/guardian, has read, understood, and executed this Release as of the date first above written.

Volunteer: _____
(signature) (print name)

Parent/Guardian (if applicable): _____
(signature) (print name)

Complete Address: _____

City: _____ **State/Prov:** _____

Zip Code: _____

Phone Number: _____

