

# MINOR VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM

**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 \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, a minor child (the "Participant" or "Volunteer"), and \_\_\_\_\_, the parent having legal custody and/or the legal guardian of the Participant or Volunteer (the "Guardian"), releases the Optimist Club of \_\_\_\_\_ (the "Nonprofit") a nonprofit Community Service Club organized and existing under the laws of the United States as an 501c-4 non-profit, each of its directors, officers, employees, and agents.

The Optimist Club and its members are community volunteers and no supervision of any child is provided after scheduled Optimist Club project and sports activities. When an event has ended, the Optimist Club has no liability for any youth Participant or volunteer.

I, the parent or guardian of the above named child, do hereby give my consent to his/her participation in all activities of the non-profit Optimist Club.

That the Participant and Guardian desire that the Participant engage in activities related to serving or participating in the non-profit's activities as a player, Participant or volunteer of the Nonprofit. That the Guardian and Participant is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Nonprofit Community Service Club.

1. Waiver and Release: We, the Participant and the Guardian, release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims, and demands of any nature, either in law or in equity, which arise or may hereafter arise from the activities as a Participant or Volunteer with the Nonprofit.
2. We understand and acknowledge that this Release discharges Nonprofit from any liability or claim that we may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services the Volunteer provides to Nonprofit or occurring while Volunteer is providing volunteer services.
3. Insurance: I affirm that the Participant is covered by primary medical insurance and understand that I am responsible for my child's medical bills if injury occurs. Further, we understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by me.
4. Assumption of Risk: As a Participant or volunteer, I hereby expressly assume the risk of injury or harm **of my child** from these activities and release Nonprofit from all liability for injury, illness, death, or property damage resulting from the services I provide as a volunteer or occurring while **my child** am participating in events.
5. Photographic Release: I grant and convey to Nonprofit all right, title, and interests in any and all photographs, images, video or audio recordings of me or my likeness or voice (**or my child/ward**) made by Nonprofit in connection with my (**or my child/ward**) participating in Nonprofit Optimist Club events.
6. I give my consent for medical treatment **of my child/ward** by the closest hospital, doctor, or medical facility should injury occur.
7. The Nonprofit Optimist Club is not responsible for any incidents for Participants or others while the Participant is in route or returning from an Optimist activity. Private birthday parties, family outings, children's parties or other similar events where multiple team members may be present are NOT Optimist events and are NOT the responsibility of the Nonprofit Club.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

1/26/2019

