

## Release of Liability

### For Participation in Volunteer Program

Your State \_\_\_\_\_

Your County \_\_\_\_\_

THAT, I, \_\_\_\_\_, a private person in consideration of being allowed to participate in a volunteer program for [your organization's name] hereafter referred to as "Organization," hereby agree to release, forfeit, and covenant not to file suit on any and all claims, causes of action, lawsuits or other proceedings, whether judicial or administrative, that I may have or acquire against the Organization and its officers, director or employees that may arise from my participation in the volunteer program, including but not limited to, any motor vehicle accident on either public streets or private property, and any personal injury or damage or property damage arising out of my participation.

I hereby release the Organization, its officers, directors, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action for both personal injury or damages or property damages, including any wrongful death claims pursuant to TEX.CIV.PRAC.& REM. CODE ANN. Ch. 71 et. Seq. (Vernon 1986) and any survival cause of action pursuant to TEX.CIV.PRAC.& REM.CODE ANN. Sec 71.921 (Vernon 1986), that may arise from my participation as a volunteer. In signing this release, it is my intention to bind myself, my spouse, and my executors, administrators, and assigns to the terms of the release.

It is further agreed that the execution of this release shall not constitute a waiver by the Organization of the defense of its charitable immunity, when applicable, or any other defenses recognized by the courts of this State or any Federal court under state or federal law.

I declare and represent that in making this release and covenant not to sue, it is understood and agreed that:

1. I rely wholly upon my own judgment, belief and knowledge of the nature of my decision to participate in this volunteer program;
2. I have not been influenced to any extent whatsoever in making this release by any representations or statements made by the Organization, its officers, directors, agents, and employees, in both their private and public capacities, who are hereby released;
3. I recognize and acknowledge that the Organization makes no warranties, express or implied, as to the volunteer program;

4. I am not an agent, servant, or employee of the Organization, and neither I nor my family is entitled to employee benefits or any kind, including worker's compensation, disability, or death benefits.
5. I will abide by the rules and policies of this program and the Organization.
6. I will maintain the confidentiality of protected information, realizing that I may be held liable both criminally and civilly for the release of confidential information that I obtain in the course of my participation in this volunteer program.

THE FACT THAT THIS RELEASE MAY NOT BE NOTARIZED WILL NOT AFFECT ITS VALIDITY.

BY SIGNING THIS RELEASE, I AM REPRESENTING TO [your organization's name], ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, THAT I AM OF SOUND MIND AND THAT I HAVE READ THIS RELEASE AND UNDERSTAND FULLY THE TERMS EXPRESSED HEREIN AND VOLUNTARILY AGREE TO SAID TERMS.

SIGNED, this the \_\_\_\_\_ day of \_\_\_\_\_, [year] A.D.

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for [your county, your state]