



### RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (The Release) executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_(the "Volunteer") in favor of Project195. INC., a non-profit 501(c)(3) charity based in Oakland, N.J., its Directors, Officers, Employees, Volunteers and Agents (collectively "Project195").

The Volunteer desires to work as a volunteer and/or stay in volunteer housing in \_\_\_\_\_ and engage in the activities related to being a volunteer. The volunteer understands that "Activities" may include debris removal, salvaging belongings in/on/around destroyed property, cutting trees using chain saws, assessing properties, and living in housing provided for volunteers of Project195.

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

**Background Check.** Volunteer hereby consents to a background check by Project195.

**Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless Project195, INC. and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereinafter arise from Volunteer activities with Project195.

Volunteer understands that this release discharges Project195, Inc. from any and all liability or claim that the Volunteer may have against Project195, Inc. with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with Project195, Inc., whether caused by the negligence of Project195, Inc., its officers, directors, employees, agents or otherwise. Volunteer also understands that Project195, Inc. 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.

**Medical Treatment:** Volunteer does hereby release and forever discharge Project195, INC. from any claims, 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 Project195 Inc.

**Mold Exposure: Volunteer understands that he/she may be exposed to mold through participation in the Activities. Mold exposure for extended periods of time can cause illness or other bodily injury. Volunteer assumes all risk in protecting themselves by wearing proper protective equipment/apparel. Volunteer does hereby release and discharge Project195, INC. from any claim whatsoever which arises or may hereafter arise due to exposure to mold.**

Do you have asthma, a respiratory infection or any other respiratory condition or any allergy to mold?  
\_\_\_\_Yes \_\_\_\_No \_\_\_\_\_ Initials. Date of last Tetanus Shot\_\_\_\_\_

If you answered "YES" to the above question, please notify a Project195, Inc. official immediately and DO NOT PARTICIPATE in the Activities. If your last tetanus shot was more than five (5) years ago, please update before participating in any Activities.

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

**Insurance:** The Volunteer understands that, except as otherwise agreed to by Project195, Inc. in writing, Project195, INC. does not carry or maintain health, medical, or disability coverage for any Volunteer.

Each Volunteer is expected and encouraged to obtain their own individual medical and/or health insurance coverage.

**Photographic Release:** Volunteer does hereby grant and convey unto Project195, Inc. all rights, title, and interest in any and all photographic images and video or audio recordings made by Project195, Inc. during the Volunteer's Activities with Project195, Inc. including, but not limited to royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the United States of America and all the states and territories therein, and that this Release shall be governed by and interpreted in accordance with the laws of the United States of America and all the states and territories therein. 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 clauses and provisions of this Release which shall continue to be enforceable.

**IN WITNESS WHEREOF, Volunteer has executed this release as of the date first above written.**

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

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

**Address** \_\_\_\_\_  
\_\_\_\_\_

**Phone:**  
**(H):** \_\_\_\_\_

**(W):** \_\_\_\_\_