

**Christmas in Action  
Waiver and Release of Liability**

I, \_\_\_\_\_ [print name], in exchange for the repairs done to my home located at \_\_\_\_\_ by volunteers from Christmas in Action, agree to be bound by each of the following:

1. Voluntary Agreement. I am voluntarily signing this Waiver and Release of Liability ("Waiver") and if any portion is unclear, or if I do not understand the terms, I requested an explanation. I realize that I may consult with an attorney before signing this Waiver.
2. Identification of Risks. I understand that serious accidents may occur during construction and that I may incur physical harm, including the possibility of permanent disability. This Waiver addresses all of the risks associated with any aspect, including risks created by the actions, inactions, carelessness, or negligence of Christmas in Action.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, connected with all work performed by Christmas in Action.
4. Release and Waiver. I release Christmas in Action from any liability and waive all claims for injury, loss, damage, or expense (including attorneys' fees) associated with my use of the repairs, whether caused in whole or part by the negligence or misconduct of Christmas in Action or any other participant involved in the construction.
5. Binding Effect. This Waiver is binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and is written to benefit Christmas in Action.
6. Severability. If any provision (or a portion of any provision) of this Waiver is found to be invalid or unenforceable, that provision will be enforced to the fullest extent permitted by law. Any invalidity or unenforceability does not affect the rest of this Waiver.
7. Applicable Law. This Waiver shall be controlled, interpreted, and enforced in accordance with Indiana law.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER AND RELEASE OF LIABILITY VOLUNTARILY

_____ Printed Name	_____ Signature	_____ Date
_____ Printed Name	_____ Signature	_____ Date