

Christmas in Action Volunteer Waiver and Release of Liability

In exchange for my being allowed to participate in the home repair construction project ("Project"), funded and/or conducted by Christmas in Action, I agree to be bound by each of the following:

1. Identification of Risks. I understand that serious accidents may occur during the Project and that volunteers may incur personal injuries as a consequence of participating. I know that my involvement with the Project may involve risk of personal injuries, including the possibility of permanent disability and death. I understand that this Waiver and Release of Liability ("Waiver") is intended to address **all** of the risks of any kind associated with participation in **any aspect** of any activity while completing the Project, including, particularly, such risks created by actions, in-actions, or **negligence** on the part of Christmas in Action and its directors, officers, employees, agents, volunteers, successors, and assigns.

2. Assumption of Risks. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Project. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in any activity while engaged in the Project.

3. Premises Liability. I understand that it is at my request that I am permitted to enter onto the home and construction premises ("Premises"). This activity is completely voluntary and I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my entry onto the Premises. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my entry onto the Premises. I understand and acknowledge that the condition of the Premises is not within the control of Christmas in Action. I assume all risks in any way connected with use of the Premises.

4. Release and Waiver. I release Christmas in Action, and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for, and waive any and all claims for, injury, loss, damage, or expense, including attorneys' fees, in any way connected with my participation in the Project ("Claim"), whether caused by the negligence or other misconduct of any of the individuals mentioned above, or any other participant in the Project.

5. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Christmas in Action and its respective successors and assigns.

6. Severability. If any provision (or portion of any provision) of this Waiver is held invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law. Any such invalidity or unenforceability shall not affect any other provision of this Waiver.

7. Applicable Law. This Waiver shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

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.

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