

VOLUNTEER WAIVER OF LIABILITY - 2019 SEASON

This Waiver of Liability (the "Waiver") is executed on this ___ day of _____, 2019,

By [name]_____ (the "Volunteer") in favor of Special Surfers, a nonprofit corporation, and any of its directors, officers, employees, agents, representatives, predecessors, and successors in interest (collectively, "Special Surfers").

The Volunteer desires to work as a volunteer for Special Surfers and engage in activities related to being a volunteer for the Special Surfers program, including without limitation: surfing, swimming, lifting, physical labor, providing instruction, assistance, and transportation to and from the work site (collectively, "Activities"). The Volunteer hereby freely and voluntarily executes this Waiver under the following terms:

1. Assumption of the Risk. The Volunteer understands that there are certain inherent risks and dangers associated with the Activities. By signing below, the Volunteer certifies that he or she is in reasonably good health and capable of engaging in the kind of physical Activities involved in the Special Surfer program. Volunteer hereby expressly and knowingly assumes the risk of injury or harm resulting from participation in the Activities.
2. Release and Waiver. Volunteer does hereby release, forever discharge and hold harmless Special Surfers and any of its directors, officers, employees, agents, representatives, predecessors, successors and assigns from any and all liability, claims, and demands for negligence, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Special Surfers.
3. Medical Treatment. Volunteer does hereby release and forever discharge Special Surfers from any claim 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 Special Surfers.
4. Insurance. The Volunteer understands that, except as otherwise agreed to in writing, Special Surfers does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.
5. Photographic Release. Volunteer does hereby grant and convey unto Special Surfers all right, title, and interest in any and all photographic images and video or audio recordings made by Special Surfers during the Volunteer's Activities with Special Surfers, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. Consent to Obtain Background Check. Volunteer does hereby give permission to Special Surfers to run a criminal history background check, including a search of any state sex offender registry, which may or may not be performed by an entity outside of the Special Surfers organization. The purpose of any such background check is to ensure that the Volunteer is qualified and fit to work with participants of the Special Surfer program. Volunteer's signature below certifies that Volunteer has never been convicted of a crime involving exploitation, abuse, or mistreatment of a child.
7. Other. This Waiver shall be governed by and interpreted in accordance with the laws of the State of Maine. Volunteer also agrees that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect remaining provisions of this Waiver which shall continue to be enforceable.

I HAVE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT. BY SIGNING BELOW, I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF LIABILITY.

Volunteer: _____ Date: _____

Print Name: _____