

Release of Liability

Read Carefully - This Affects Your Legal Rights

As a volunteer of Without Walls Ministers, of Van Nuys, California, I agree to abide by the policies and procedures. I understand that I will be volunteering at my own risk and that the organization, its employees and affiliates, cannot assume any responsibility for any liability for any accident, injury or health problem which may arise from any volunteer work I perform for the organization. I agree that all the work I do is on a volunteer basis and I am not eligible to receive any monetary payment or reward. Any volunteer at Without Walls Ministers` events, facilities, and locations agrees that any minor child(ren) under eighteen (18) of age is and shall be under such volunteer's sole supervision and agrees to be responsible for the activities of such child. I, _____, of _____, agree for myself and (if applicable) for the members of my family, to the following:

- 1. Agreement To Follow Directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Without Walls Ministers, or the employees, representatives, or agents of Without Walls Ministers.
- 2. Assumption of the Risks and Release.** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Without Walls Ministers for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of Without Walls Ministers, whether caused by the fault of myself, my family, Without Walls Ministers or other third parties.
- 3. Indemnification.** I agree to indemnify and defend Without Walls Ministers against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Without Walls Ministers.
- 4. Fees.** I agree to pay for all damages to the facilities or properties of Without Walls Ministers caused by any negligent, reckless, or willful actions by me or my family.
- 5. Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
- 6. No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire.
- 7. Arm's Length Agreement.** This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this agreement, as well as any other statute or common law principles of similar effect.
- 8. Enforceability.** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

9. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and any judgment may be entered upon it by any court having proper jurisdiction.

10. Emergency Contact. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____

Date: _____
