
Please Print Participant's Name

The Mercy Foundation Inc. is a not-for-profit organization ("Mercy").

Agreement, Release and Waiver of Liability

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

In consideration of (i) being permitted to enter a The Mercy Foundation Inc. Facility; (ii) assisting Mercy as a volunteer or participating in any Activity (as defined below), whether at a Mercy Facility or otherwise; and (iii) receiving the religious, charitable, social, recreational, educational or other benefits that I may enjoy as a result of my involvement or participation in any Activity, the receipt and sufficiency of which I hereby acknowledge, and in recognition of the not-for-profit status of Mercy, I agree as follows:

1. **Liability Release.** **THIS IS A RELEASE OF LIABILITY.** I hereby knowingly and voluntarily waive, release, exculpate and discharge, on behalf of myself and my heirs, legal representatives, successors and assigns, Mercy, all foundations, subsidiaries and other entities affiliated with Mercy and each of their respective directors, officers, advisory board members, employees, agents, representatives and volunteers (collectively, the "Released Parties") from and against any and all liabilities (including liabilities arising from the negligence or fault of Mercy or any of the Released Parties) losses, injuries, claims, causes of action, suits, proceedings, settlements, damages, costs, fees and expenses, at law or in equity, known and unknown, foreseen and unforeseen, including, without limitation, attorneys' fees and costs of litigation, and any other liabilities arising out of, in connection with, or resulting from my involvement or participation in any volunteer activity, charitable activity, recreational activity, social activity, educational activity, service activity or program offered, sponsored or facilitated by Mercy or any of the Released Parties, whether at a Mercy Facility or otherwise (each, an "Activity") to the fullest extent permitted by law. Examples of an Activity include, without limitation, volunteer activities involving food sorting and distribution, use of meeting spaces and kitchen facilities at a Mercy Facility or other location, and all recreational activities at a Mercy Facility. By signing this Agreement, I voluntarily agree to release Mercy and the Released Parties in advance from all such potential liabilities and I agree not to sue or to commence any legal action, complaint or charge against Mercy or any of the Released Parties on any matter arising from, related to or in connection with my involvement or participation in any Activity or with this Agreement.
2. **Indemnification.** I agree to indemnify and hold Mercy and each of the Released Parties harmless from and against any and all potential claims, lawsuits or actions brought by any third party against Mercy or any of the Released Parties arising from, related to or in connection with my involvement or participation in any Activity, whether caused by negligence or otherwise.
3. **Assumption of Risk.** I understand and acknowledge that there are risks inherent in the Activities and that my involvement or participation in any of the Activities can result in loss, damage, personal injury, permanent disability or death. I agree to assume and accept all such

risks that potentially accompany involvement or participation in any of the Activities. I also agree to take all reasonable measures to avoid any risks, injury or death to myself and others.

4. **Emergency Healthcare Authorization.** In the event of any injury or illness to me, whether real or suspected, during my involvement or participation in any Activity, I hereby authorize and give permission to Mercy to arrange for emergency transportation to a doctor or hospital for medical diagnosis or treatment including, without limitation, emergency surgery or medication, and I assume the responsibility of all related fees and expenses arising therefrom.
5. **Status.** I acknowledge that I shall not be deemed an employee, agent, subcontractor or independent contractor of Mercy or any of the Released Parties and I have no expectation that as a result of my involvement or participation in any Activity, I will be provided employment with Mercy, whether now or in the future. I further acknowledge that Mercy will not provide me with compensation, unemployment insurance, worker's compensation or any other benefit of employment as a result of my involvement or participation in any Activity. Either Mercy or I may terminate my involvement or participation in any Activity at any time, with or without notice, and for any reason, with or without cause.
6. **Conduct.** I acknowledge that Mercy may provide me with verbal and/or written instructions, rules, guidelines and procedures in connection with an Activity (collectively, the "Instructions") and I agree to comply with all such Instructions in all respects while involved or participating in any Activity.
7. **Permission to Use Image and Voice.** I hereby grant to Mercy the unqualified and irrevocable permission to photograph, videotape or record my image, voice and property in any form or manner during my involvement or participation in any Activity, regardless of location, including any time while I am at a Mercy Facility. I understand and agree that (i) Mercy, in its sole discretion, may at any time use such photographs, tapes or recordings of my image, voice or property, as applicable, without restriction of any kind including, without limitation, use in promotional materials, audiovisual works and displays by any means whatsoever, including the internet; and (ii) I shall not be entitled to any compensation or other remuneration whatsoever as a result of such use.
8. **Other.** As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I acknowledge that I have carefully read this Agreement, Release and Waiver of Liability, and agree that its terms are binding on me and my heirs, legal representatives, successors and assigns. If I am under 18 years of age, my parent or legal guardian has agreed to this Agreement, Release and Waiver of Liability on my behalf as indicated below.

Name _____ Date of Birth ____/____/____

Address _____

City _____ State _____ Zip _____

Phone # _____ E-mail Address _____

Emergency Contact _____ Phone _____

Signature _____ Date ____/____/____

I, the undersigned parent or legal guardian of the minor whose name appears above, hereby consent to the minor's involvement or participation in any of the Activities. My signature indicates that I have fully read this document, am legally responsible for the minor identified above and am qualified to sign this Agreement on the minor's behalf. I hereby consent and agree to the terms of this Agreement, Release and Waiver of Liability on behalf of the minor identified above and agree that it shall be binding upon the minor and the minor's heirs, legal representatives and assigns.

Print Parent/Guardian Name _____

Parent/Guardian Signature _____ **Date** ____/____/____