

**The KenMat Foundation**

**Volunteer Release & Waiver of Liability**

*Please read carefully! This is a legal document, which affects your legal rights!*

The Volunteer desires to work as a volunteer for The KenMat Foundation and engage in the activities related to being a volunteer. The Volunteer understands that the activities may include constructing and rehabilitating residential buildings, and working in The KenMat Foundation office, being transported to and from work site location and consuming food and living in accommodations donated for the work project. The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

**1. WAIVER AND RELEASE**

Volunteer does hereby release and forever discharge and hold harmless The KenMat Foundation, its affiliated organizations and its successors and assigns from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arises or may hereafter arise from the Volunteer's work for The KenMat Foundation. Volunteer understands that this Release discharges The KenMat Foundation from any liability or claim that the Volunteer may have against The KenMat Foundation with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for The KenMat Foundation whether caused by the negligence of The KenMat Foundation or its affiliated organizations, officers, directors, employees, agents or otherwise. Volunteer also understands that, except as The KenMat Foundation has disclosed in writing, The KenMat Foundation does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury or illness.

**2. MEDICAL TREATMENT**

Volunteer does hereby release and forever discharge The KenMat Foundation from any claim whatsoever which arises or may Here after arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's work for The KenMat Foundation.

**3. ASSUMPTION OF THE RISK**

The Volunteer understands that The KenMat Foundation's work may include activities that may be hazardous to the Volunteer and that the food, accommodations and medical facilities may be donated to The KenMat Foundation and beyond the control of The KenMat Foundation. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases The KenMat Foundation from all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's work for The KenMat Foundation.

**4. INSURANCE**

The KenMat Foundation does not carry or maintain, and expressly disclaims responsibility for providing any special health, medical or disability insurance coverage for the Volunteer. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT.

**5. PHOTOGRAPHIC RELEASE**

Volunteer does hereby grant and convey unto The KenMat Foundation all right, title and interest in any and all photographic images and video or audio recordings made by The KenMat Foundation during The KenMat Foundation's work, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

**6. AGE RESTRICTIONS**

Volunteers ages 12- 17 years old agree not to use any power tools or work from heights (on a roof or on scaffolding) on the construction site. Adult supervisors accompanying 16 and 17 year old persons assume responsibility of compliance. Parents of supervisors of volunteers ages 12-15 must remain on the site as long as the youth volunteers are on the site.

**7. OTHER**

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

\_\_\_\_\_  
Date \_\_\_\_\_ to Date \_\_\_\_\_  
Printed Name of Volunteer (Start date) (End date)

\_\_\_\_\_  
Date \_\_\_\_\_ to Date \_\_\_\_\_  
Signature of Volunteer (Start date) (End date)

\_\_\_\_\_  
Date \_\_\_\_\_ to Date \_\_\_\_\_  
Signature of Parent/Guardian (Start date) (End date)

**(Required if volunteer is 12-17 years of age)**

(If with a group) GROUP NAME: \_\_\_\_\_

*Please fill-out and bring this completed Waiver of Liability form with you to the work site.*

**Make copies of this form for each person volunteering**