



**BASTROP COUNTY
LONG TERM
RECOVERY TEAM**
501(c)(3) nonprofit

“Rebuilding Together”

YOUTH LIABILITY WAIVER

If you are under 18 years of age, you and your parent or legal guardian must read and sign the following waiver before you can do volunteer work for Bastrop County Long Term Recovery Team (BCLTRT)..

This Release and Waiver of Liability (the “Release”) executed on this ____ day of _____, 20__ by _____, a minor child (the “Volunteer”), and _____, the parent having legal custody and/or the legal guardian of the volunteer (the “Guardian”) in favor of BCLTRT a nonprofit corporation, and BCLTRT a nonprofit corporation, their directors, officers, employees, and agents (collectively, “BCLTRT”).

The Volunteer and Guardian desire that the Volunteer work as a volunteer for BCLTRT and engage in the activities related to being a volunteer (the “Activities”). The Volunteer and the Guardian understand that the Activities may include constructing, deconstructing, & rehabilitating buildings, working in the BCLTRT offices, moving and lifting goods in the resale store, working at special events, and living in housing provided for volunteers of BCLTRT.

The Volunteer and Guardian hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. Release and Waiver. Volunteer and Guardian does hereby release and forever discharge and hold harmless BCLTRT 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 arise or may hereafter arise from Volunteer’s Activities with BCLTRT.

Volunteer and Guardian understand that this Release discharges BCLTRT from any liability or claim that the Volunteer or Guardian may have against BCLTRT with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities with BCLTRT, whether caused by the negligence of BCLTRT or its officers, directors, employees, or agents or otherwise. Volunteer and Guardian also understand that BCLTRT 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.

Volunteer and guardian understand and acknowledge that it is the policy of BCLTRT that children under the age of 16 not be allowed on a BCLTRT work site while there is construction in progress. It is further the policy of BCLTRT that, while children between the ages of 16 and 17 may perform general construction work, ultra hazardous activity such as using power tools, excavation, demolition, or working on rooftops is not permitted by anyone under the age of 18. Volunteer and guardian agree to abide by the aforementioned policies and agree that volunteer will only engage in those activities which are in compliance with said policies and which are directed, supervised, and overseen by a site supervisor designated by BCLTRT.

2. Medical Treatment. Volunteer does hereby release and forever discharge BCLTRT 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 BCLTRT.

3. Assumption of the Risk. The Volunteer and Guardian understand that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer and Guardian hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases BCLTRT from all liability for injury, illness, death or property damage resulting from the Activities.

4. Insurance. The Volunteer and Guardian understand that, except as otherwise agreed to by BCLTRT in writing, BCLTRT 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 and Guardian do hereby grant and convey unto BCLTRT all right, title and interest in any and all photographic images and video or audio recordings made by BCLTRT during the Volunteer’s Activities with BCLTRT, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. Volunteer and Guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any 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.

Volunteer and Guardian have executed this Release as of the day and year first above written.

Volunteer: _____

Parent/Guardian: _____

Printed Name: _____

Printed Name: _____