

Adult Volunteers (18 & Older)

Revised: 1/24/23

Important: Each volunteer must sign the “Release and Waiver of Liability” before working on a Helping Mamas site. Please read this document and check the checkbox to indicate your consent. *Read this release and waiver of liability very carefully before you check the box.*

Release and Waiver of Liability

This Release and Waiver of Liability (the “Waiver”) is executed on the date set forth below, by I in favor of Helping Mamas, Inc. a nonprofit corporation organized and existing under the laws of the State of Tennessee, USA (“Helping Mamas”). I desire to engage in work, services and other activities on a voluntary, unpaid basis for Helping Mamas (the “Activities”) and Helping Mamas is willing to accept Volunteer as a volunteer on the terms and conditions set forth below. I hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

1. Waiver and Release. I, for and on behalf of myself and my heirs, successors, beneficiaries and assigns, release, forever discharge and hold harmless Helping Mamas and its directors, officers, employees, volunteers, agents, successors and assigns (the “Released Parties”) from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Activities. I understand and acknowledge that this Waiver discharges the Released Parties from any liability or claim that I, the Volunteer, may have against the Released Parties with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to liability, medical, health or disability insurance coverage for any volunteer.

2. Medical Treatment. I hereby authorize Helping Mamas: (1) to act on my behalf in providing first aid and securing medical treatment for me in the event of injury or illness; and (2) to act on my behalf in accepting financial responsibility (which shall be borne solely by me) for all first aid and treatment secured for me. I understand and agree that any expense will be my responsibility.

I hereby release, forever discharge and hold harmless the Released Parties from any liability, claim or demand whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Activities.

3. Assumption of the Risk. I understand that the Activities may include work or activities that may be hazardous to me and inherently dangerous risks, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the work sites. I hereby expressly and specifically assume the risk of damage, injury, harm or death in connection with such work or activities.

4. Photographic Release. I agree to allow myself to be photographed or recorded in other media, such as video or audio recordings, in connection with the Activities. I understand and agree that the photographs and/or other media recordings may be used to promote Helping Mamas, its services and events. I irrevocably grant and convey unto Helping Mamas all right, title, and interest in any and all photographic images and media recordings made by or for Helping Mamas during my participation in the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or media recordings. I understand and agree that I am waiving all rights to privacy and ownership regarding the use of such photographs and other media recordings.

5. Other. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Tennessee without giving effect to its conflict of laws rules. I agree 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 the remaining provisions of this Release which shall continue to be enforceable. I agree that the sole and exclusive jurisdiction for litigation between Volunteer and Helping Mamas will be a state or federal court having jurisdiction over Knox County, Tennessee. I acknowledge having had an opportunity to read this Waiver in full and an opportunity to ask any questions regarding its contents.