VOLUNTEER WAIVER OF LIABILITY

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL *RIGHTS*

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on [DATE] _____, 20_____, by _____ (the "Participant") in favor of Maryland Search and Rescue, Inc. (MSAR), a nonprofit corporation and its directors, officers, volunteers and agents. The Participant desires to volunteer at programs and activities conducted by MSAR. As used in this Release, the terms "Volunteer", "Participate" and "Participation" are intended to be used in their broadest sense and shall include any and all activities of any kind or nature, at any time and in any place that is performed by the Participant with MSAR.

In consideration for the opportunity to volunteer in and to participate in MSAR activities, Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. Waiver and Release. Participation does hereby release and forever discharge and hold harmless MSAR and its successors and assigns 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 Participation. Participant understands that this Release discharges MSAR from any liability or claim that the Participant may have against MSAR with respect to any bodily injury, personal injury, illness, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result from Participation, whether caused by the negligence of MSAR or its officers, directors or agents, other MSAR volunteers, or otherwise. Participant also understands that MSAR does not assume any responsibility for or obligation to provide financial aid or other assistance, including but not limited to, medical, health or disability insurance except as MSAR has specifically disclosed in writing to the Participant.

2. Medical Treatment. Participant does hereby release and forever discharge MSAR from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered by any person in connection with Participation.

 3. Assumption of the Risk. Participant acknowledges that there are potential hazards ("Hazards"), known and unknown, involved in Participation. The term "Hazards" is intended to be used in its broadest sense and includes, but is not limited to natural hazards (land, weather, etc.) and man-made hazards (concrete, steel, etc.). The Participant understands and acknowledges that participation may include Hazards that could harm the Participant, and that such Hazards may or may not always be obvious. Participant hereby expressly and specifically assumes the risk of injury or harm for all such Hazards and releases MSAR from all liability for injury, illness, and death or property damage resulting from Participation.

 4. Photographic Release. Participant, without entitlement to any additional compensation, does hereby grant and convey unto MSAR authorization to use in perpetuity, and all right, title and interest in any and all photographic images and video or audio recordings made by MSAR that depict Participant, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

5. Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by law. Participant 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 validity of the remaining provisions of this Release shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

 <u>**PARTICIPANT:**</u>

Signature:_____

Printed Name: _____

Address: _____

_____

_____

Phone: (H) _____   Phone: (W) _____

<u>**WITNESS:**</u>

Signature: _____Date: _____

Printed Name: _____

Emergency Information

In case of emergency please contact:

Name: _____ Relationship: _____

Phone: _____

Address: _____

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