



Center for Leadership, Development and Advocacy

Encouragement • Excellence • Empowerment

THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in the Center for Leadership Development & Advocacy (CLDA) - Volunteer Income Tax Assistance | Tax Counseling for the Elderly (VITA | TCE), EACH OF THE UNDERSIGNED, for him/herself/themselves, his/her/their personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE CLDA and all its programs/events and all their directors, officers, agents, volunteers and employees, (hereinafter referred to as "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her/their personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY AND/OR EXPOSURE TO INFECTIOUS SYNDROMES OR DISEASES TO THE PERSON OR PROPERTY RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE PROGRAM(S) OR EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
2. HEREBY AGREES TO IDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the PROGRAM(S) OR EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. HEREBY acknowledges that THE ACTIVITIES OF THE PROGRAM(S) OR EVENT(S) MAY BE DANGEROUS and involve the risk of exposure to infectious syndromes and diseases, serious illness, injury and/or death and/or property damage and he/she/they ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE arising out of or related to the PROGRAM(S) OR EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
4. HEREBY grants to the Releasees (and grants to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the "Use and Materials"): (1) my appearance at and/or participation in the Program or Event; (2) my name, likeness, signature, voice, singing voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releasees in connection with my appearance at and/or participation in the Program or Event. I agree that Releasees shall have the right to Use and Materials, for their own account, throughout the universe in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the Releasees' exercise of its Use and Materials rights.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT; FULLY UNDERSTAND ITS TERMS; UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: _____

DATE: _____

PRINT NAME: _____

D.O.B. (MM/DD/YYYY): _____