



Release and Waiver of Liability

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

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20____, by _____ (the "Volunteer") in favor of **Tribute to America's Fallen Foundation Inc.**, a nonprofit corporation in the State of GA, and its directors officers, employees, and agents.

The Volunteer desires to work as a volunteer for Tribute to America's Fallen Foundation Inc. and engage in the activities related to being a volunteer for **The GoldStars Tribute Wall TM** (the "Activities").

The Volunteer understands that the Activities may include strenuous physical labor, including but not limited to lifting, pulling, pushing, and carrying heavy components of the Wall and other displays, prolonged exposure to the element (heat, cold, rain, etc).

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

1. Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless Tribute to America's Fallen Foundation Inc. and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Volunteer's Activities with Tribute to America's Fallen Foundation Inc.

VOLUNTEER UNDERSTANDS THAT THIS RELEASE DISCHARGES **Tribute to America's Fallen Foundation Inc.** FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST **Tribute to America's Fallen Foundation Inc.** WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM VOLUNTEER'S ACTIVITIES WITH **Tribute to America's Fallen Foundation Inc.**, WHETHER CAUSED BY THE NEGLIGENCE OF **Tribute to America's Fallen Foundation Inc.** OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. VOLUNTEER ALSO UNDERSTANDS THAT **Tribute to America's Fallen Foundation Inc.** 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 **Tribute to America's Fallen Foundation Inc.** 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 **Tribute to America's Fallen Foundation Inc.**

3. Assumption of the Risk. The Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer, including, but not limited to, lifting, pulling, pushing, prolonged exposure to the element and weather, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities, and releases **Tribute to America's Fallen Foundation Inc.** from all liability for injury, illness, death, or property damage resulting from the Activities.

4. Insurance. The Volunteer understands that, except as otherwise agreed to by **Tribute to America's Fallen Foundation Inc.** in writing, **Tribute to America's Fallen Foundation Inc.** 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 does hereby grant and convey unto **Tribute to America's Fallen Foundation Inc.** all right, title, and interest in any and all photographic images and video or audio recordings made by **Tribute to America's Fallen Foundation Inc.** during the Volunteer's Activities with **Tribute to America's Fallen Foundation Inc.**, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. Volunteer also 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.

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

Volunteer: _____ Witness: _____

EMERGENCY CONTACT

In case of an emergency, contact:

Name: _____ Relationship: _____

Address: _____

Phone day: _____ evening: _____ cell: _____

E-mail: _____

Any allergies, medications, or other information needed in an emergency: