

### Release and Waiver of Liability

This is a Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_(the "Volunteer") in favor of Fortress Youth Development Center, Inc. a 501(c)3 nonprofit corporation, it's directors, officers, employees, and agents (collectively "Fortress").

The Volunteer desires to work as a Volunteer for Fortress and engage in the Activities related to being a Volunteer (the "Activities"). The Volunteer hereby freely, voluntarily, and without duress executes this Release under the terms below:

**A. Release and Waiver.**

Volunteer does hereby release and forever discharge and hold harmless Fortress and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or equity, which may arise or may hereafter arise from Volunteer's Activities with Fortress.

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

**B. Medical Treatment.**

Volunteer hereby releases and forever discharge Fortress from any liability or claim that the Volunteer may have against Fortress 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 Fortress.

**C. Photographic Release.**

Volunteer does hereby grant and convey unto Fortress all right, title and interest in any and all photographic images and video or audio recordings made by Fortress during the Volunteer's Activities with Fortress, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

**D. Other.**

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and 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.

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

Witness: \_\_\_\_\_

Volunteer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_