



STAY WARM

Important: Each volunteer must sign the "Release and Waiver Liability" before volunteering with Stay Warm NH.

Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 200____, by _____ in favor of Stay Warm NH, the State of New Hampshire, the NH Office of Energy and Planning, NH Department of Health and Human Services, the NH Charitable Foundation, Volunteer NH, Empowered Answers, LLC, and all NH Community Action Agencies all of which operate and exist under the laws of the State of New Hampshire, as well as the directors, officers, employees, and agents of these entities (collectively, "Stay Warm NH"). I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I release and forever discharge and hold harmless Stay Warm NH 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 my volunteer work for Stay Warm NH. I understand and acknowledge that this Release discharges Stay Warm NH from any liability or claim that I may have against Stay Warm NH, including but not limited to, claims for bodily injury, personal injury, illness, death, or property damage that may result from participation in the Stay Warm NH work. It is also understood that Stay Warm NH 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, illness, death or property damage.

2. **Medical Treatment.** I hereby release and forever discharge Stay Warm NH from any claim whatsoever which may arise now or in the future on account of any first-aid treatment or other medical services rendered in connection with an emergency during my volunteer time with Stay Warm NH.

4. **Assumption of Risk.** I understand that my volunteer assignment may include activities that may be hazardous to me including, but not limited to, moving heavy equipment and furniture, local transportation to and from work sites, and the use of materials that may contain hazardous substances. I also understand that the homes I will be entering as a volunteer may contain allergens such as cigarette smoke and pet dander or more serious substances such as lead paint or asbestos. As the volunteer, it is my responsibility to take care of myself and cease any activity that I believe may be unduly risky to me personally or to others. I hereby expressly assume the risk of injury or harm in these activities and release Stay Warm NH from all liability, including, but not limited to, liability for injury, illness, death or property damage resulting from these activities.

5. **Photographic Release.** As the volunteer, I grant and convey unto Stay Warm NH all right, title, and interest in any and all photographic images and video or audio recordings made by Stay Warm NH while I am engaged as a volunteer.

6. **Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Hampshire. I agree 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.

To express my understanding of this Release, I sign here.

Name of Volunteer: _____ Date: _____

Signature of Volunteer: _____

StreetAddress: _____ Phone: _____

City, State, Zip: _____ Email: _____

Organization or Affiliation _____

Emergency Contact: _____ Phone: _____

Medical Conditions _____

If volunteer is between the ages of 14 and 18 (a minor), this Release and Waiver of Liability must also be signed by a parent or guardian.

Name of Parent/Guardian: _____ Date: _____

Signature of Parent/Guardian _____