



VOLUNTEER WAIVER AND RELEASE AGREEMENT

**NOTICE – THIS IS A LEGAL DOCUMENT THAT CONTAINS A GENERAL RELEASE.
It should be read carefully and understood fully before signing.**

This Waiver and Release Agreement (this “Release”) is executed on this ____ day of _____, 20____, by _____ (“Volunteer”), intending to legally bind Volunteer and his or her successors and assigns, in favor of **THE CENTER FOR WOODEN BOATS**, a Washington nonprofit corporation (“CWB”).

[] Volunteer is over the age of 18 years old.

[] Volunteer is under the age of 18 years old. If Volunteer is under the age of 18 years old, Volunteer’s parent or legal guardian will sign this Release on his or her behalf.

Volunteer desires to work as a volunteer for CWB and engage in activities related to being a volunteer (the “Activities”), which Volunteer acknowledges and understands may be physically demanding or pose a risk of bodily harm. Volunteer understands that the scope of Volunteer’s relationship with CWB is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that CWB will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to CWB.

Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **Waiver and Release.** Volunteer hereby releases, waives, and forever discharges and holds harmless CWB and its officers, directors, employees, staff, volunteers, members, agents, successors and assigns (together with CWB, the “Releasees”) from any and all manner of actions, causes of action, claims, demands, costs, damages, liabilities, attorneys’ fees and costs, claims for punitive or exemplary damages, and compensation of any nature whatsoever, known or unknown, in law or in equity, arising out of or relating to Volunteer’s Activities with, for, or on behalf of CWB.

Volunteer understands that this Release discharges the Releasees from any liability or claim that Volunteer may have against the Releasees, including but not limited to personal or bodily injury, illness, death or property damage, and regardless of whether caused in whole or in part by an act or omission of the Releasees. Volunteer further understands that CWB 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 releases and forever discharges the Releasees from any claim whatsoever arising or related to any first-aid, treatment, or other services rendered in connection with an emergency during Volunteer’s Activities for and on behalf of CWB.
3. **Assumption of the Risk.** Volunteer expressly and specifically accepts and assumes all risks of any injury, damage or harm that may arise during or result from Volunteer’s Activities, whether or not caused in whole or in part by the negligence or other fault of any of the Releasees.

4. **Photographic Release.** Volunteer hereby grants and conveys to CWB all rights, title, and interest in any and all photographic images and video or audio recordings made by CWB during the Volunteer's Activities for or on behalf of CWB, including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer further grants and conveys to CWB the right and sole discretion to publish Volunteer's name, image, voice or likeness in any and all media.
5. **Confidentiality.** Volunteer agrees to maintain as confidential any information or knowledge regarding CWB and its clients gained through Volunteer's Activities, including all information that is not publicly available or in the public domain is considered "confidential." Volunteer agrees to maintain such confidentiality while volunteering for and on behalf of CWB and thereafter.
6. **Governing Law.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington. Volunteer further agrees this Release shall be governed and construed in accordance with the laws of the State of Washington, excluding any conflict of laws rules to the extent those rules would require the application of the laws of another jurisdiction. Volunteer and CWB agree that the state and federal courts located in Seattle, Washington shall have sole and exclusive jurisdiction over any disputes arising from Volunteer's Activities for or on behalf of CWB, including this Release, and venue is proper in Seattle, Washington. If any provision of this Release is for any reason deemed to be invalid and/or unenforceable, Volunteer agrees that the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

By signing below, Volunteer (or, if Volunteer is under the age of 18 years old, Volunteer's parent or legal guardian on his or her behalf) acknowledges and represents that he or she has read and understand all of the foregoing, understands that he or she may consult with his or her own legal counsel prior to signing this Release, hereby executes this Release voluntarily, as his or her own free act and deed, and agrees that no oral representations, statements or inducements have been made by CWB in connection with this Release.

IN WITNESS WHEREOF, Volunteer (or, if Volunteer is under the age of 18 years old, Volunteer's parent or legal guardian on his or her behalf) has executed this Release as of the day and year first above written.

Volunteer Signature _____

Parent/Legal Guardian Signature _____

Printed Name _____

Address _____

City/State/Zip _____

Telephone Number _____