

Name of student(s) _____

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 Hamilton County Department of Education, Hamilton County Board of Education, and Chattanooga High CCA, their officers, employees, and agents (collectively, "HCDE/HCBE").

The Volunteer desires to work as a Volunteer for HCDE/HCBE and engage in the activities related to being a Volunteer (the "Activities"). The Volunteer understands that the Activities may include construction, work from ladders and/or scaffolding, painting, scraping of material, exposure to adverse environmental conditions, either known or unknown, moving of heavy objects, and other various renovations to the school building. The Volunteer understands and agrees that HCDE/HCBE will not pay the Volunteer any compensation or provide any favor or benefit whatsoever for any work the Volunteer performs. Additionally, the Volunteer understands that the Volunteer is not an agent of HCDE/HCBE with respect to any work developed or performed.

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 HCDE/HCBE and its employees 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 Volunteer's Activities with HCDE/HCBE.

Volunteer understands that this Release discharges HCDE/HCBE from any liability or claim that the Volunteer may have against HCDE/HCBE with respect to bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with HCDE/HCBE, whether caused by the negligence of HCDE/HCBE, or its employees, or otherwise. The Volunteer also understands the HCDE/HCBE does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, workers compensation, or disability insurance in the event of injury or illness.

2. **Medical Treatment.** Volunteer does hereby release and forever discharge HCDE/HCBE from any claim whatsoever which arises or may hereafter may arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with HCDE/HCBE.
3. **Assumption of Risk.** The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work site. Furthermore, the Volunteer understands that the Activities may involve or result in exposure to known and unknown environmental hazards or allergens, including, but not necessarily limited to, lead, lead paint, asbestos, mold, mildew, dust, or other materials or substances that may be irritating or harmful to the Volunteer.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases HCDE/HCBE from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **Insurance.** The Volunteer understands that HCDE/HCBE does not carry or maintain property, health, medical, or disability insurance coverage for any volunteer.

Each Volunteer is expected and encouraged to obtain his or her own medical, health, and accident insurance coverage.

5. **Photographic Release.** Volunteer does hereby grant and convey unto HCDE/HCBE all right, title, and interest in any and all photographic images and video or audio recordings made by HCDE/HCBE during the Volunteer's Activities with HCDE/HCBE.
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 Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. 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 this day and year:

Date: _____

Witness: _____

Volunteer: _____