



Seattle REconomy
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seattlereconomy.org

Waiver and Release of Liability for Volunteering Agreement

Seattle REconomy utilizes volunteers to assist in running and maintaining Seattle REconomy (“**Volunteering**”). In consideration for participating as a Volunteer, I hereby agree as follows in this Release and Waiver of Liability Agreement (the “**Agreement**”):

1. Use of Premises

Volunteering may occur on Seattle REconomy’s premises (the “**Premises**”). I understand and agree that when Volunteering, or my minor child is Volunteering, my minor child or I shall only use the Premises for the purposes set forth in this Agreement at the dates and times my minor child is or I am permitted to use the Premises by Seattle REconomy. I further agree that I am responsible for the proper use and care of the Premises and any of Seattle REconomy’s property thereon.

2. Responsible for Equipment

I am responsible for the proper use and care of Seattle REconomy’s tools, equipment, and expendable items (altogether the “**Equipment**”) when I handle, or my minor child handles, the Equipment. I shall be liable for the full replacement cost of any Equipment that is damaged, destroyed or lost due to my negligence.

3. Follow Instructions

My minor child or I shall follow instructions provided by any Seattle REconomy employees while Volunteering. I acknowledge that my failure, or my minor child’s failure, to follow instructions may result in me losing the ability to volunteer at Seattle REconomy.

4. Minor Child Volunteering

A child under the age of 18 may volunteer in roles preapproved by a Seattle REconomy employee if such child’s parent or guardian provides written consent before such child volunteers.

5. No Claim of Expertise

Neither my child nor I shall claim expertise regarding any of the Equipment to any Member, employee or otherwise, regardless of whether I discuss such Equipment’s use and functionality.

6. Assumption of Risk

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a. Dangerous Activity

Volunteering may be dangerous and may involve the risk that I sustain, or my minor child sustains, serious injury, temporary, or permanent disability, death, and property damage. Such injuries may also include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death.

b. Use of Equipment Unsupervised

No employee, volunteer, contractor, or affiliate of Seattle REconomy claims expertise regarding the Equipment, educational programming, or any repairs they are assisting my minor child or me with and any such discussions are advisory only.

c. Use of Equipment Unsupervised

Seattle REconomy may not supervise my minor child's or my use of the Equipment, and Seattle REconomy does not provide medical services. Any injury my minor child or I may sustain while using the Equipment may be compounded by negligent or delayed medical service.

d. Premises may be Dangerous

There may be hazards on the Premises that could lead to my minor child's or my injury. **Seattle REconomy makes no representation as to the Equipment's safety and condition. My minor child or I shall use the Equipment and the Premises in their "AS IS" condition.**

e. No Medical Services

I understand and acknowledge that Volunteering may not be supervised and that Seattle REconomy does not provide medical services. I further understand and acknowledge that any injury my minor child or I may sustain while Volunteering may be compounded by negligent or delayed medical service or negligent or delayed assistance by Seattle REconomy.

f. Assumption of Risk

I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY MINOR CHILD'S OR MY VOLUNTEERING, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY SEATTLE RECONOMY'S NEGLIGENCE.

7. Release from Liability

EXCEPT AS PROVIDED FOR IN THIS RELEASE FROM LIABILITY SECTION, THIS AGREEMENT CONTAINS A RELEASE OF ALL CLAIMS AGAINST SEATTLE RECONOMY. I AM ADVISED TO THOROUGHLY REVIEW AND UNDERSTAND THE TERMS, CONDITIONS, AND EFFECT OF THIS GENERAL RELEASE. THIS GENERAL RELEASE IS BEING GIVEN IN EXCHANGE FOR MY ABILITY, OR MY MINOR CHILD'S ABILITY, TO VOLUNTEER AT SEATTLE RECONOMY.

a. Released Parties

Except for those obligations of Seattle REconomy created by or arising out of this Agreement or other causes of action that cannot be waived by applicable law, I, individually and for my heirs, successors, administrators, assigns, and minor child (collectively, including myself, the "Releasers") hereby waive, release, and discharge Seattle REconomy its affiliates, insurers or subsidiaries and each of their respective employees, directors, volunteers, managers, officers, members, shareholders, representatives, assignees, and successors, past and present (collectively, including Seattle REconomy, the "Released Parties"), from and with respect to any and all claims, injuries, temporary or permanent disabilities, deaths, damages, liabilities, expenses, losses, or other causes of action (altogether, "Claims"), known or unknown, suspected or unsuspected, arising out of or in any way connected with Volunteering, regardless of whether resulting from any act or omission by or on the part of any of the Released Parties, whether based on contract, tort, common law, federal statute, Washington state statute, local statute, or any other applicable law in any jurisdiction around the world.

b. Complete Release

I acknowledge and agree for the Releasers that this Agreement for a potentially dangerous activity is a complete release, to the maximum extent allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, or property damage sustained by my minor child or me while Volunteering or my minor child's or my presence on the Premises.

c. Covenant Not to Sue

I covenant and agree that the Releasers shall not now or at any time in the future commence, maintain, prosecute, cause, or participate in as a party, or permit to be filed by any other person or entity on the my behalf or as a member of any alleged class of persons, any Claim of any kind against any of the Released Parties with respect to any matter that arises from or relates to the Volunteering or that is encompassed in the release set forth in Section 6.a.

8. Indemnification

I acknowledge and agree, for the Releasers, that the Releasers shall defend, indemnify, and hold harmless the Released Parties from and against any third-party Claims and costs (including attorneys' fees) of any kind in any relation (a) my minor child's or my grossly negligent use of Equipment, (b) my minor child's or my grossly negligent actions while on the Premises or Volunteering, (c) any negligent claims of expertise by my minor child or me, or (d) my minor child's or my grossly negligent instruction to individuals on how to use any of the Equipment.

9. Medical Treatment Release

Seattle REconomy may secure any medical treatment for my minor child or me should Seattle REconomy determine my minor child or I need such care during my minor child's or my Volunteering or presence on Seattle REconomy's premises. I accept full responsibility for all costs related to my minor child's or my medical treatment, including any transport costs, and I and the Releasers release the Released Parties from any liability related to my minor child's or my treatment or transport.

10. Responsibility for Personal Property

I am fully responsible for property and personal belongings that my minor child or I bring on the Premises or use while Volunteering. Seattle REconomy is not responsible for my minor child's or my property and personal belongings.

11. Miscellaneous

a. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington, without giving effect to the principles of conflicts of law.

b. Severability

If any provision, term, covenant, or obligation of this Agreement, or its application, is held invalid, unenforceable, or unlawful, such invalidity, unenforceability, or unlawfulness, shall not affect the other provisions, terms, covenants, or obligations of this Agreement, or their application, which all shall remain valid and enforceable in full force and effect to the extent permitted by law.

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c. Survival

Rights, duties, obligations, and liabilities which are intended to survive this Agreement's termination shall survive such termination. Portions intended to survive include, but are not limited to Sections 2, 5, 6, 7, 8, 9, and 10.

d. Waiver

No waiver of this Agreement shall be effective unless in writing and signed by an authorized representative of the waiving party. The failure of Seattle REconomy to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

e. Amendment

No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of Seattle REconomy.

f. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of Seattle REconomy and me.