Mill Spring Agricultural Center Volunteer Liability Waiver

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed by **PRINT NAME** (the "Volunteer") in favor of Mill Spring Agricultural Center, their directors, officers, employees, and agents (collectively, "MSAC"). The Volunteer desires to work as a volunteer for MSAC and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating the Ag Center, working in offices, and participating in activities. 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 MSAC 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 Volunteer's Activities with MSAC. Volunteer understands that this Release discharges MSAC from any liability or claim that the Volunteer may have against MSAC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with MSAC, whether caused by the negligence of MSAC or its officers, directors, employees, or agents or otherwise. Volunteer also understands that MSAC 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 does hereby release and forever discharge MSAC from any claim 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 MSAC.
3. **Assumption of the Risk**. The Volunteer understands that the Activities included work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases MSAC from all liability for injury, illness, death, or property damage resulting from the Activities.
4. **Insurance**. The Volunteer understands that, except as otherwise agreed to by MSAC in writing, it does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**
5. **Photographic Release.** Volunteer does hereby grant and convey unto MSAC all right, title, and interest in any and all photographic images and video or audio recordings made by MSAC during the Volunteer's Activities with MSAC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
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 **North Carolina**, and that this Release shall be governed by and interpreted in accordance with the laws of the State of **North Carolina**. 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.

FULL NAME: _____

PHONE: _____

SIGNATURE: _____

EMERGENCY CONTACT & PHONE: _____